

**Fill in this information to identify the case:**

Debtor 1 Schulte Properties LLC

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: \_\_\_\_\_ District of Nevada  
(State)

Case number 18-12734-mkn

**Official Form 410****Proof of Claim****04/16**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?		<u>CitiMortgage, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?		Where should payment to the creditor be sent? (if different)
	<u>CitiMortgage, Inc.</u> Name		<u>CitiMortgage, Inc.</u> Name
	<u>P.O. Box 6030</u> Number Street		<u>P.O. Box 688971</u> Number Street
	<u>Sioux Falls, SD 57117-6030</u> City State Zip Code		<u>Des Moines, IA 50368-8971</u> City State Zip Code
	Contact phone <u>866-613-5636</u>		Contact phone <u>866-613-5636</u>
	Contact email <u>CitiPOC1@citi.com:</u> <u>citiassist4trustee1@citi.com</u>		Contact email <u>CitiPOC1@citi.com:</u> <u>citiassist4trustee1@citi.com</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): -----			
4. Does this claim amend one already filed?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>17</u> Filed on <u>09/12/2018</u> MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor.	*****4851
7. How much is the claim?	\$ <u>135,449.71</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Money Loaned</u>	
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input checked="" type="checkbox"/> Real estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe <u>9500 Aspen Glow Dr, Las Vegas, NV 89134</u> Basis for perfection: <u>Mortgage/Deed of Trust</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for Example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured \$ <u>135,449.71</u> Amount of the claim that is unsecured: \$ <u>0.00</u> (The sum of the secured and unsecured amounts should match the amount in line 7) Amount necessary to cure any default as of the date of the petition: \$ <u>50,926.11</u> Annual Interest Rate (when case was filed) <u>5.25</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property _____	
12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	

Amount entitled to priority

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/30/2019  
MM / DD / YYYY

/s/ Arnold L. Graff

Signature

Print the name of the person who is completing and signing this claim:

Name Arnold L. Graff  
First name Middle name Last name

Title Agent for Creditor

Company Aldridge Pite, LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 4375 Jutland Drive  
Number Street

San Diego CA 92117  
City State ZIP Code

Contact phone 858.750.7600 Email agraff@aldridgepite.com

Print

Save As...

Add Attachment

Reset

ALDRIDGE | PITE  
LLP

**AMENDED PROOF OF CLAIM DISCLOSURES**

IN RE: **SCHULTE PROPERTIES LLC**  
UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA - LAS VEGAS DIVISION

CASE NO. 18-12734-mkn  
CREDITOR: CITIMORTGAGE, INC.

**SECURED TOTAL BREAKDOWN**

Principal	\$92,263.85
Interest	\$26,753.99
Escrow Advance	\$16,431.87
<b>Total Amount of Secured Claim</b>	<b>\$ 135,449.71</b>

**ARREARS TOTAL BREAKDOWN**

Pre-Petition Payments 66 Installments From 12/1/12 To 5/1/18 @ \$522.64	\$34,494.24
Escrow Advance	\$16,431.87
<b>Total Amount of Arrearages</b>	<b>\$ 50,926.11</b>

1. The amount of the post-petition payments is subject to change per the terms of the Note and Deed of Trust/Mortgage.
2. This Proof of Claim shall not constitute a waiver of the within party's right to receive service pursuant to Fed. R. Civ. P. 4, made applicable to this proceeding by Fed. R. Bankr. P. 7004 notwithstanding Aldridge Pite, LLP's participation in this proceeding. Moreover, the within party does not authorize Aldridge Pite, LLP, either expressly or impliedly through Aldridge Pite, LLP's participation in this proceeding, to act as its agent for purpose of service under Fed. R. Bankr. P. 7004.
3. Please be on notice that the Post-Petition Attorneys' Fees and Costs in the Total Breakdown include the post-petition preparation and filing of this Proof of Claim; obtaining and reviewing the Chapter 11 Plan; and the preparation, filing and service of a Request for Courtesy Notice to monitor this bankruptcy.





Mortgage Account Number: [REDACTED]

Date: October 23, 2018

WILLIAM R SCHULTE  
 MELANI SCHULTE  
 9811 W CHARLESTON BLVD STE2-351  
 LAS VEGAS NV 89117-7519

Customer Service: 1-866-613-5636\*

www.citimortgage.com

**Please note:** As a result of your bankruptcy case, this letter is not an attempt to collect debt from you or in any way violate any provision of the United States Bankruptcy Code. This letter has been sent to you for informational purposes only. This is not a bill or a request for payment, or a statement that you are personally obligated in any way to make a payment.

Enclosed is your Escrow Analysis Statement, which has detailed information regarding your escrow account. In an effort to provide you with a simple overview of the enclosed statement, below is a summary of the key information.

**Your new voluntary monthly mortgage payment is \$718.72, and will be effective with your December 01, 2018 payment.**

<u>Monthly Payment Breakdown</u>	<u>Current Monthly Payment</u>	<u>New Monthly Payment</u>
Principal & Interest	522.64	522.64
Escrow Payment	196.08	196.08
Total Monthly Payment	718.72	718.72

If your new voluntary monthly payment includes a shortage spread amount, you may pay the shortage in full which will lower your payment; however, your payment may not return to the previous amount. If your tax and/or insurance bill amounts have changed, your voluntary monthly payment amount might change, and this amount may be higher. If you have questions about increased bills, contact your insurance agent or tax authority directly.

The voluntary monthly mortgage payment can change based on increases or decreases in property taxes and/or insurance premiums. These changes may result in an escrow shortage or surplus.

**Projected Annual Escrow  
 Disbursements Amounts**

COUNTY TAX	1,837.01
HAZARD INSURANCE	516.00
Total Annual Disbursement Amount	2,353.01

Please refer to the enclosed statement for detailed information about your escrow analysis including any shortage or overage you may have.

To the extent your obligation has been discharged or is subject to an automatic stay of a Bankruptcy order under Title 11 of the United States code, this notice is for compliance and informational purposes only and does not constitute a demand for payment or an attempt to collect any such obligation.



\*Calls are randomly monitored and recorded for quality assurance.



## Annual Escrow Analysis

Account Number:

Analysis Date:

October 23, 2018

WILLIAM R SCHULTE  
 MELANI SCHULTE  
 9811 W CHARLESTON BLVD STE2-351  
 LAS VEGAS NV 89117-7519

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO AN AUTOMATIC STAY OF A BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ANY SUCH OBLIGATION.

## Mortgage Payment

New Monthly Payment Amount:

\$718.72

New Payment Effective:

December 01, 2018

	CURRENT PAYMENT	NEW PAYMENT
PRINCIPAL/INTEREST	522.64	522.64
MONTHLY ESCROW PAYMENT	196.08	196.08
<b>TOTAL PAYMENT</b>	<b>718.72</b>	<b>718.72</b>

- Your new monthly escrow payment represents 1/12th of your projected annual escrow disbursements.
- If your payment is issued by a third party, or if you make your payments through a bill pay service, please take the appropriate action to ensure that the new amount is updated with the service provider.

## Projections for the coming Year

Please keep this statement for reference next year.

MONTH	PAYMENTS TO ESCROW ACCT	PAYMENTS FROM ESCROW ACCT	DESCRIPTION	PROJECTED BALANCE	REQUIRED BALANCE
Starting Balance: (Activity Assumed through October, 2018)				\$18,011.39	\$196.13
NOV 18	196.08	.00		18,207.47	392.21
DEC 18	196.08	452.18	COUNTY TAX	17,951.37	136.11
JAN 19	196.08	.00		18,147.45	332.19
FEB 19	196.08	440.72	COUNTY TAX	17,902.81	87.55
MAR 19	196.08	.00		18,098.89	283.63
APR 19	196.08	.00		18,294.97	479.71
MAY 19	196.08	.00		18,491.05	675.79
JUN 19	196.08	.00		18,687.13	871.87
JUL 19	196.08	516.00	HAZARD INSURANCE	18,367.21	551.95
AUG 19	196.08	472.94	COUNTY TAX	18,090.35	275.09
SEP 19	196.08	471.17	COUNTY TAX	17,815.26 (a)	.00 (b)
OCT 19	196.08	.00		18,011.34	196.08
NOV 19	196.08	.00		18,207.42	392.16
<b>TOTALS:</b>	<b>\$2,352.96</b>	<b>\$2,353.01</b>			

- Mortgage Insurance, if any, is not included in the required low point calculation.

## Determining Your Escrow Shortage/Surplus

Under Federal Law, your surplus may be returned to you via a check. Since not all payments have been received on your account, you will not receive a check for your escrow surplus.

If your Projected Low-Point (a) is:

- Less than your Required Low-Point (b), you have a shortage.
- Greater than your Required Low-Point (b), you have a surplus.
- Equal to your Required Low-Point (b), the above does not apply.

PROJECTED LOW-POINT:	17,815.26	(a)
REQUIRED LOW-POINT (Cushion):	.00	(b)
<b>TOTAL ESCROW SURPLUS:</b>	<b>17,815.26</b>	

CitiMortgage, Inc. appreciates your business.

Account Number:  
Analysis Date:  
Annual Escrow Analysis

October 23, 2018

## Account History

Please note the increases/decreases that may have occurred from the projections. This has impacted the shortage/surplus in this analysis reflected on the front side of this statement.

ITEM	ACTUAL PAYMENTS	PROJECTED PAYMENTS	INCREASE/ DECREASE
HAZARD INSURANCE	516.00	474.00	42.00
COMBINED TAXES	1,848.47	2,228.30	-379.83

This is a statement of actual activity in your escrow account from September 1, 2017 through October 23, 2018. This section provides last year's projections and compares it with actual activity.

Your most recent monthly mortgage payment during the past year was \$718.72 of which \$522.64 was for principal and interest and \$196.08 was credited to your escrow account.

MONTH	ACTUAL PAYMENTS TO ESCROW ACCOUNT	PROJECTED PAYMENTS TO ESCROW ACCOUNT	ACTUAL PAYMENTS FROM ESCROW ACCOUNT	PROJECTED PAYMENTS FROM ESCROW ACCOUNT	DESCRIPTION	ACTUAL ESCROW RUNNING BALANCE	PROJECTED ESCROW RUNNING BALANCE
Starting Balance:						\$14,414.65-	\$9,426.56
SEP 17	.00	185.08 *	452.18	440.72 *	COUNTY TAX	14,866.83-	9,170.92
OCT 17	.00	185.08 *	.00	.00		14,866.83-	9,356.00
NOV 17	.00	188.47 *	.00	.00		14,866.83-	10,618.73
DEC 17	.00	188.47 *	452.18	440.72 *	COUNTY TAX	15,319.01-	10,366.48
JAN 18	254.00	188.47 *	.00	.00		15,065.01-	10,554.95
FEB 18	.00	188.47 *	.00	440.72 *	COUNTY TAX	15,065.01-	10,302.70
MAR 18	.00	188.47 *	.00	.00		15,065.01-	10,491.17
APR 18	.00	188.47 *	.00	.00		15,065.01-	10,679.64
MAY 18	1,027.62-	188.47 *	.00	.00	ESCROW ADJUSTMENT	16,092.63-	10,868.11
JUN 18	.00	188.47 *	.00	.00		16,092.63-	11,056.58
JUL 18	163.81	188.47 *	516.00	474.00 *	HAZARD INSURANCE	16,444.82-	10,771.05
JUL 18	.00	.00	472.94	.00 *	COUNTY TAX	16,917.76-	10,771.05
AUG 18	.00	188.47 *	.00	453.96 *	COUNTY TAX	16,917.76-	10,505.56
SEP 18	163.81	188.47 *	471.17	452.18 *	COUNTY TAX	17,225.12-	10,241.85
OCT 18	20,922.67	188.47 *	.00	.00		3,697.55	10,430.32
Totals:	\$20,476.67	\$2,631.80	\$2,364.47	\$2,702.30			

An asterisk (\*) indicates a difference from a previous estimate either in the date or amount. Payment differences of \$2.00 or less will not be marked with an asterisk.

Under Federal Law, your lowest monthly balance should not have exceeded \$376.92 which is 1/6 of anticipated payments unless your mortgage contract or state law specifies a lower amount. Under your mortgage contract or state law, your lowest monthly balance should not have exceeded \$.00.

Please note: As a result of your bankruptcy case, this letter is not an attempt to collect debt from you or in any way violate any provision of the United States Bankruptcy Code. This letter has been sent to you for informational purposes only. This is not a bill or a request for payment, or a statement that you are personally obligated in any way to make a payment.

CitiMortgage may charge interest on funds advanced to pay your escrow items. If you do not repay the escrow advance within 60 days (of the Escrow Analysis Statement date above) interest will be charged on the outstanding advance amount. The rate of interest on the advance will be the Note rate applicable to your first mortgage loan. The monthly interest accrual will appear on your monthly Mortgage Statement.



LOAN #: [REDACTED]  
CASE NUMBER: LMG [REDACTED] NOTE

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

March 5, 1993 LAS VEGAS NEVADA  
[Date] [City] [State]

9500 ASPEN GLOW DRIVE, LAS VEGAS, NV 89134  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 126,056.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Weyerhaeuser Mortgage Company

I understand

that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the First day of each month beginning on May 1, 1993. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 1, 2023, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. BOX 54089  
LOS ANGELES, CA 90054-0089  
or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 881.41

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Form 3200 12/83  
Amended 2/92  
VMP MORTGAGE FORMS - (313)293-8100  
Page 1 of 2  
Initials: [REDACTED]



**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. ALLONGE TO THIS NOTE**

If an allonge providing for payment adjustments or for any other supplemental information is executed by the Borrower — together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge

☒ Other [Specify]

☐ Other [Specify]

**VA ASSUMPTION POLICY**

**ALLONGE AMENDING NOTE**

**11. UNIFORM SECURED NOTE**


This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Regulations (38 C.F.R. Part 36) issued under the Department of Veteran's Affairs ("V.A.") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)  
EDWARD WENDELL PORTA  
-Borrower

(Seal)  
-Borrower

SSN:   
 (Seal)  
PATRICIA P. PORTA  
-Borrower

SSN:

(Seal)  
-Borrower

SSN:  SSN:

[Sign Original Only]

PAY TO THE ORDER OF  
WITHOUT RECOURSE

WEYERHAEUSER MORTGAGE COMPANY

x   
VICE PRESIDENT



11\*

**NOTE ALLONGE**

**Statement of Purpose:** This Note Allonge is attached to and made part of the Note, for the purpose of Noteholder Endorsements to evidence transfer of interest.

**Loan Number:** [REDACTED]

**Investor #:** 726

**Loan Date:** 12-Mar-93

**Original Loan Amount:\$** 126056.00

**Original Mortgagor:**  
WILLIAM R SCHULTE

**Property Address:**

9500 ASPEN GLOW DR

LAS VEGAS

NV 89134

Pay to the Order of

**First Nationwide Mortgage Corporation**

Without Recourse

**WMC Mortgage Corp. F/K/A Weyerhaeuser Mortgage Company**

By: *Connie L. Dietsch*

Name: Connie L. Dietsch

Title: Vice President

Pay to the Order of

**CitiMortgage, Inc.**

Without Recourse

**First Nationwide Mortgage Corporation**

By: *Connie L. Dietsch*

Name: Connie L. Dietsch

Title: Vice President

LOAN # [REDACTED]  
CASE NUMBER: LH [REDACTED]

## V.A. ASSUMPTION POLICY ALLONGE AMENDING NOTE

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

THIS ASSUMPTION POLICY ALLONGE AMENDING NOTE is made this 5th day of March, 1993, and is incorporated into and shall be deemed to amend and supplement the Note ("Note") of the same date herewith, given by the undersigned ("Borrower") to evidence Borrower's indebtedness to

### WEYERHAEUSER MORTGAGE COMPANY

its successors and assigns ("Lender") which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date and covering the property described in the Security Instrument and located at:

9500 ASPEN GLOW DRIVE  
LAS VEGAS, NV 89134

(Property Address)

Notwithstanding anything to the contrary set forth in the Note, Lender and Borrower hereby acknowledge and agree to the following:

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under provisions of Title 38 of the U.S. Code "Veterans Benefits," the Lender may declare the indebtedness due under the Note and secured by the Security Instrument at once due and payable and may require immediate payment in full or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** If all or any part of the Property or any interest in it is sold or transferred, this loan may be declared immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to Section 1814 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the Lender or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already due under the Note and secured by the Security Instrument, shall bear interest at the rate herein provided, and, at the option of the Lender of the indebtedness due under the Note and secured by the Security Instrument or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the Lender or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the lesser of the maximum established by the Department of Veterans Affairs for a loan to which Section 1814 of Chapter 37, Title 38, United States Code applies or any maximum prescribed by applicable State law.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this Assumption Policy Allonge Amending Note.

  
EDWARD WENDELL PORTA (Seal)  
Borrower

  
PATRICIA P. PORTA (Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

# SIGNATURE / NAME AFFIDAVIT

DATE: 3/05/93

LOAN #: [REDACTED]

BORROWER: PORTA

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW. (This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

EDWARD WENDELL PORTA

(Print or Type Name)

PATRICIA P. PORTA

(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

[Signature]

Signature

Patricia P. Porta

Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

(If applicable, complete the following.)

I AM ALSO KNOWN AS:

EDWARD W. PORTA

(Print or Type Name)

TRICIA PARKER

(Print or Type Name)

TRICIA KAY PORTA

(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

[Signature]

Signature

Tricia Parker

Signature

Tricia Kay Porta

Signature

\_\_\_\_\_  
Signature

STATE OF Nevada

COUNTY OF Clark

SS.

Subscribed and sworn (affirmed) before me by  
this 9th day of March, 19 93.



NOTARY PUBLIC  
STATE OF NEVADA

County of Clark

Jennifer L. Smith

My Appointment Expires Jan. 15, 1996

L.S.

[Signature]

Notary Public

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WH151 (9012)

ELECTRONIC LASER FORMS, INC.

RLD 2279 (06/18/90)



LOAN #: [REDACTED]  
CASE NUMBER: LHG # [REDACTED]

WEYERHAEUSER MORTGAGE COMPANY  
2080 E. FLAMINGO RD., STE. 400  
LAS VEGAS, NV 89119

[Space Above This Line For Recording Data]

## DEED OF TRUST

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS DEED OF TRUST ("Security Instrument") is made on  
EDWARD WENDELL PORTA AND PATRICIA P. PORTA

March 5, 1993

The grantor is

("Borrower"). The trustee is WESTWOOD ASSOCIATES, A CALIFORNIA CORPORATION

("Trustee"). The beneficiary is WEYERHAEUSER MORTGAGE COMPANY

which is organized and existing under the laws of the State of California, and whose address is P.O. BOX 54089, LOS ANGELES, CA 90054-0089

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY SIX THOUSAND FIFTY SIX & 00/100

Dollars (U.S. \$ 126,056.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2023

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in CLARK County, Nevada:

LOT THIRTY-EIGHT (38) IN BLOCK A OF CYPRESS IN THE HILLS AT SUMMERLIN BY LEWIS HOMES, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 48 OF PLATS, PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JANUARY 4, 1991 IN BOOK 910104 AS DOCUMENT NO. 00923.

which has the address of 9500 ASPEN GLOW DRIVE, LAS VEGAS  
Nevada 89134 ("Property Address");  
[Zip Code]

[Street, City],

NEVADA-Single Family-Fannie Mae/Freddie  
-6V(NV) 81061

Form 3029 9/90  
Amended 5/91  
Initials [Signature]



TOGETHER WITH all the [REDACTED] and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.



**5. Hazard or Property Insurance.** [REDACTED] shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve



payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.



**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without



demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ **"NOT TO EXCEED \$500"**.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- ☐ Adjustable Rate Rider  
☐ Graduated Payment Rider  
☐ Balloon Rider  
☒ V.A. Rider

- ☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Rate Improvement Rider  
☐ Other(s) [specify]

- ☐ 1-4 Family Rider  
☐ Biweekly Payment Rider  
☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

EDWARD WENDELL PORTA

(Seal)

-Borrower

PATRICIA P. PORTA

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF NEVADA,

Clark

County ss:

On this 9th day of MARCH, 1993, personally appeared before me, the undersigned, a notary public in and for the County and State aforesaid, Edward Wendell Porta and Patricia P. Porta

known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county of Clark, the day and year in this Certificate first above written.

My Commission Expires:



**NOTARY PUBLIC**  
**STATE OF NEVADA**  
 County of Clark  
 Jennifer L. Smith

My Appointment Expires Jan. 15, 1996

Notary Public

County of

CLARK

, State of Nevada

LOAN # [REDACTED]  
CASE NUMBER: LHG [REDACTED]

# V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

## NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 5th day of March, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to  
**WEYERHAEUSER MORTGAGE COMPANY**

(herein "Lender")

and covering the Property described in the Security Instrument and located at

9500 ASPEN GLOW DRIVE  
LAS VEGAS, NV 89134  
(Property Address)

**V.A. GUARANTEED LOAN COVENANT:** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:  
If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 17 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

**LATE CHARGE:** At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** If all or any part of the Property or any interest in it is sold or transferred, this loan may be declared immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to Section 1814 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the lesser of the maximum established by the Department of Veterans Affairs for a loan to which Section 1814 of Chapter 37, Title 38, United States Code applies or any maximum prescribed by applicable State law.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this V.A. Guaranteed Loan and Assumption Policy Rider.

EDWARD WENDELL PORTA

-Borrower PATRICIA P. PORTA

-Borrower

-Borrower

-Borrower

V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

2/91

VMP 538 (9/02/02)

VMP MORTGAGE FORMS [REDACTED]

CLARK COUNTY, NEVADA  
JOAN L. SWIFT, RECORDER  
RECORDED AT REQUEST OF:  
FIRST AMERICAN TITLE COMPANY OF  
03-12-93 08:00 NA1 8  
OFFICIAL RECORDS  
BOOK: 930312 INST: 00421  
FEE: 12.00 RPTT: .00



070715 01242  
 Attn: Recording Mail To:  
 WMC Mortgage Corp.  
 P.O. Box 54089  
 Los Angeles, Ca 90054  
 Attn: Assumptions TR35

VA LOAN NUMBER: [REDACTED]  
 PROPERTY ADDRESS: 9500 Aspen Glow Dr.  
 CITY AND STATE: Las Vegas, NV 89134

ASSUMPTION AGREEMENT CREATING LIABILITY  
 TO HOLDER AND TO UNITED STATES

It is mutually agreed between the undersigned Seller(s), Purchaser(s), and the Department of Veterans Affairs as follows:

That the Purchaser(s) (is/are) acquiring title to the real property described in a deed of trust dated March 5, 1993, recorded in the office of the recorder of Clark County, State of Nevada, in Book 930312, Page Instrument No. 00421, which was given to secure a promissory note in the sum of \$126,056.00.

The note and deed of trust were executed by (Seller) Edward Wendell Porta and the loan which the note and deed of trust respectively secure is guaranteed by the Department of Veterans Affairs pursuant to the provisions of Title 38, U.S.C., Chapter 37.

As part of the consideration for the conveyance of the real property and as part of the same transaction, Purchaser(s) assume and agree to pay the indebtedness evidenced by that promissory note, as modified or extended before this date, and to be bound by and to perform all the covenants of the deed of trust at the time and in the manner provided and also hereby assume the obligations under the terms of the instruments creating the loan. Pursuant to superseding federal law, and regardless of any state or local laws prohibiting or limiting deficiencies after foreclosure, Purchaser(s) also agree to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the above loan.

In consideration of the foregoing assumption of liabilities, the Seller(s), (is/are) relieved of all further liability to the Department of Veterans Affairs on account of such loan.

LOANS MADE PRIOR TO MARCH 1, 1988 REQUIRE THE DEPT. OF VETERANS AFFAIRS APPROVAL BEFORE A RELEASE OF LIABILITY CAN BE GRANTED. LOANS MADE AFTER MARCH 1, 1988, REQUIRE THE HOLDER/SERVICER'S APPROVAL PRIOR TO TITLE TRANSFER.

July 7, 1997

Dated

Department of Veterans Affairs  
 ( ) Arizona (X) Nevada

BY: Ernesto Banes  
 Loan Guaranty Officer/  
 Holder/Servicer

JUL 14, 1997  
 SELLER Edward Wendell Porta

SELLER Patricia P. Porta

PURCHASER William K. Schulte

PURCHASER Melani Schulte

Pursuant to Delegation of Authority Contained in VA Regulations (38 C.F.R. 36.4342)

1000

1111 1111

070715 01242



After-Recording Mail To:  
WMC Nevada Corp.  
P.O. Box 54089  
Los Angeles, Ca 90054  
Attn: Assumptions TR35

VA LOAN NUMBER: [REDACTED]  
PROPERTY ADDRESS: 9500 Aspen Glow Dr.  
CITY AND STATE: Las Vegas, NV 89134

ASSUMPTION AGREEMENT CREATING LIABILITY  
TO HOLDER AND TO UNITED STATES

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The note and deed of trust were executed by (Seller) Edward Wendell Porta & \*\* and the loan which the note and deed of trust respectively secure is guaranteed by the Department of Veterans Affairs pursuant to the provisions of Title 38, U.S.C., Chapter 37.

As part of the consideration for the conveyance of the real property and as part of the same transaction, Purchaser(s) assume and agree to pay the indebtedness evidenced by that promissory note, as modified or extended before this date, and to be bound by and to perform all the covenants of the deed of trust at the time and in the manner provided and also hereby assume the obligations under the terms of the instruments creating the loan. Pursuant to superseding federal law, and regardless of any state or local laws prohibiting or limiting deficiencies after foreclosure, Purchaser(s) also agree to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the above loan.

Patricia P. Porta

In consideration of the foregoing assumption of liabilities, the Seller(s), (is/are) relieved of all further liability to the Department of Veterans Affairs on account of such loan.

LOANS MADE PRIOR TO MARCH 1, 1988 REQUIRE THE DEPT. OF VETERANS AFFAIRS APPROVAL BEFORE A RELEASE OF LIABILITY CAN BE GRANTED. LOANS MADE AFTER MARCH 1, 1988, REQUIRE THE HOLDER/SERVICER'S APPROVAL PRIOR TO TITLE TRANSFER.

July 7, 1997

Dated

SELLER Edward Wendell Porta

Department of Veterans Affairs  
( ) Arizona (x) Nevada

BY: Ernesto Banes  
Loan Guaranty Officer/  
Holder/Servicer

SELLER Patricia P. Porta

PURCHASER William R. Schulte

PURCHASER Melani Schulte

Pursuant to Delegation of Authority Contained in VA Regulations (38 C.F.R. 36.4342)

WMC Mortgage Corp.  
P.O. Box 54089  
Los Angeles, Ca 90054  
Attn: Assumptions TR35

VA LOAN NUMBER:                       
PROPERTY ADDRESS: 9500 Aspen Glow Dr.  
CITY AND STATE: Las Vegas, NV 89134

ASSUMPTION AGREEMENT CREATING LIABILITY  
TO HOLDER AND TO UNITED STATES

It is mutually agreed between the undersigned Seller(s), Purchaser(s), and the Department of Veterans Affairs as follows:

That the Purchaser(s) (is/are) acquiring title to the real property described in a deed of trust dated March 5, 1993, recorded in the office of the recorder of Clark County, State of Nevada, in Book 930312, Page Instrument No. 00421, which was given to secure a promissory note in the sum of \$126,056.00.

The note and deed of trust were executed by (Seller) Edward Wendell Porta and the loan which the note and deed of trust respectively secure is guaranteed by the Department of Veterans Affairs pursuant to the provisions of Title 38, U.S.C., Chapter 37.

As part of the consideration for the conveyance of the real property and as part of the same transaction, Purchaser(s) assume and agree to pay the indebtedness evidenced by that promissory note, as modified or extended before this date, and to be bound by and to perform all the covenants of the deed of trust at the time and in the manner provided and also hereby assume the obligations under the terms of the instruments creating the loan. Pursuant to superseding federal law, and regardless of any state or local laws prohibiting or limiting deficiencies after foreclosure, Purchaser(s) also agree to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the above loan.

In consideration of the foregoing assumption of liabilities, the Seller(s), (is/are) relieved of all further liability to the Department of Veterans Affairs on account of such loan.

LOANS MADE PRIOR TO MARCH 1, 1988 REQUIRE THE DEPT. OF VETERANS AFFAIRS APPROVAL BEFORE A RELEASE OF LIABILITY CAN BE GRANTED. LOANS MADE AFTER MARCH 1, 1988, REQUIRE THE HOLDER/SERVICER'S APPROVAL PRIOR TO TITLE TRANSFER.

July 7, 1997.

Dated

Department of Veterans Affairs  
( ) Arizona (X) Nevada

BY: Ernesto Eanes  
Loan Guaranty Officer/  
Holder/Servicer

SELLER Edward Wendell Porta

SELLER Patricia P. Porta  
Patricia P. Porta

PURCHASER William R. Schulte

PURCHASER Melani Schulte  
Melani Schulte

Pursuant to Delegation of Authority Contained in VA Regulations (38 C.F.R. 36.4342)

PATRICIA P. PORTA

Description: Clark, NV Document-Year, Date, DocID 1997, 715, 1242 Page: 4 of 8  
Order: [REDACTED] Comment:

State of NV )  
County of Clark ) s.s.

On this 8 day of July, 1997, personally appeared before me,  
a Notary in and for said County and State,

William R. Schultz & Milaai Schultz  
known to me to be the person [s] described in and who executed the foregoing  
instrument who acknowledged to me that he executed the same freely and  
voluntarily and for the uses and purposes therein mentioned.

Deke B. Davis  
Notary Public in and for said County and State






**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** No. 5/93

State of California  
County of Los Angeles

On 7/7/97 before me, Geraldine B. Wisdom  
DATE NAME TITLE OF OFFICER - E.O. "JANE DOE" NOTARY PUBLIC  
personally appeared Ernesto Banea  
NAME(S) OF SIGNER(S)  
☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

 WITNESS my hand and official seal.  
Geraldine B. Wisdom  
SIGNATURE OF NOTARY

**OPTIONAL SECTION**  
**CAPACITY CLAIMED BY SIGNER**  
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.  
☐ INDIVIDUAL  
☒ CORPORATE OFFICER(S)  
Assistant Secretary  
TITLE(S)  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(ES):  
WMC Mortgage Corp.

**OPTIONAL SECTION**  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:  
TITLE OR TYPE OF DOCUMENT Assumption Agreement  
NUMBER OF PAGES 1 DATE OF DOCUMENT \_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_  
Though the data requested here is not required by law, it could prevent fraudulent misstatement of this form.

©1992 NATIONAL NOTARY ASSOCIATION • 8236 Rammer Ave., P.O. Box 7184 • Concord Park, CA 91309-7184

State of Colorado ) s.s.  
County of Boulder

On this 17th day of July, 1997, personally appeared before me,  
a Notary in and for said County and State,  
Patricia P. Porta

known to me to be the person [s] described in add who executed the foregoing  
instrument who acknowledged to me that he executed the same freely and  
voluntarily and for the uses and purposes therein mentioned.

Michelle Brown  
Notary Public in and for said County and State



My Commission Expires 07/17/2000

State of CALIFORNIA )  
County of SANTA CLARA ) s.s.

On this 14<sup>th</sup> day of JULY, 19 97, personally appeared before me,  
a Notary in and for said County and State,

EDWARD W. PORTA

known to me to be the person [a] described in and who executed the foregoing  
instrument who acknowledged to me that he executed the same freely and  
voluntarily and for the uses and purposes therein mentioned.

M. D. A. K.  
Notary Public in and for said County and State  
MARY A. KNAPP, SCA, USAF  
PARALEGAL  
TITLE 10, USC, SECTION 1094a.

002

NAIL, TITLE

07-03-87 TUE 12:35 FAX 702 613 2223



## EXHIBIT "A"

*ju* Lot Thirty-eight (38) in Block A of CYPRESS IN THE HILLS AT SUMMERLIN BY LEWIS HOMES, as shown by map thereof on file in Book 48 of Plats, page 5, in the Office of the County Recorder of Clark County, Nevada and as amended by Certificate of Amendment recorded January 4, 1991 in Book 910104 as Document No. 00923.

EXCEPTING all mineral, oil, gas, petroleum, other hydrocarbon substances, and all geothermal energy sources in, under or which may be produced from the within described land, which lie below a plane parallel to and 500 feet below the surface of the within described land, for the purpose of prospecting, exploration, development, production or extraction of said substances by means of mines, wells, or derricks, or other equipment, provided however, that the owner of said substances shall have no right to enter upon the surface of the within described land, nor to use said land above said plane parallel to and 500 feet below the surface of such land.

CLARK COUNTY, NEVADA  
JUDITH A. VANDEVER, RECORDER  
RECORDED AT REQUEST OF:

NATIONAL TITLE COMPANY

07-15-97 15106 CPD 8

BOOK: 970715 INST: 01242

FEE: 14.00 RPTD .00

3.25  
Affix R.P.T.T.S. - 2.86

**GRANT, BARGAIN, SALE DEED**

**THIS INDENTURE WITNESSETH: THAT:**

EDWARD WENDELL PORTA AND PATRICIA P. PORTA, husband and wife

in consideration of \$1.00 the receipt of which is hereby acknowledged, do hereby  
Grant, Bargain, Sell and Convey to:

WILLIAM R. SCHULTE AND MELANI SCHULTE, husband and wife as joint tenants with  
right of survivorship

all that real property situated in the City of Las Vegas County of Clark  
State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

(Commonly known as: 9500 Aspen Glow Drive, Las Vegas, NV)

APN [REDACTED]

Subject to: 1. Taxes for the fiscal year  
2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto  
belonging or in anywise appertaining.

Witness \_\_\_\_\_ hand \_\_\_\_\_ this 30<sup>th</sup> day of JUNE 19 97

Edward Wendell Porta

Patricia Porta

STATE OF CALIFORNIA

County of SANTA CLARA

This instrument was acknowledged before me  
on 30 JUNE 1997 by MARTY A. KNAPP  
for Edward Wendell Porta

Notary Public [Signature]  
(My commission expires 12/31/2000)

TITLE 10 USC, SECTION 1044a.

Escrow No. [REDACTED]

WHEN RECORDED MAIL TO:  
Mr and Mrs Schulte  
6010 Smoke Ranch Rd,  
Las Vegas, Nv 89108

Affix R.P.T.T.S.

# GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: THAT:

EDWARD WENDELL PORTA AND PATRICIA P. PORTA, husband and wife

in consideration of \$1.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to:

WILLIAM R. SCHULTE AND MELANI SCHULTE, husband and wife as joint tenants with right of survivorship

all that real property situated in the City of Las Vegas County of Clark  
State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

THIS DOCUMENT IS BEING SIGNED IN COUNTERPART AND SHOULD BE TREATED AS ORIGINAL

(Commonly known as: 9500 Aspen Glow Drive, Las Vegas, NV)

APN

Subject to: 1. Taxes for the fiscal year  
2. Rights of way, reservations, restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my hand on this 18<sup>th</sup> day of June 19 97

Edward Wendell Porta

Patricia P. Porta

STATE OF Colorado

County of Boulder

Escrow No.

WHEN RECORDED MAIL TO:

Mr and Mrs Schulte

6010 Smoke Ranch, Las Vegas, Nv  
89108

This instrument was acknowledge before me

on June 18 1997 by

Patricia P. Porta

Notary Public

(My commission expires)

My Commission Expires: 03/26/2001

6500 Lookout Road  
Boulder, CO 80501



## EXHIBIT "A"

Lot Thirty-eight (38) in Block A of CYPRESS IN THE HILLS AT SUMMERLIN BY LEWIS HOMES, as shown by map thereof on file in Book 48 of Plats, page 5, in the Office of the County Recorder of Clark County, Nevada and as amended by Certificate of Amendment recorded January 4, 1991 in Book 910104 as Document No. 00923.

EXCEPTING all mineral, oil, gas, petroleum, other hydrocarbon substances, and all geothermal energy sources in, under or which may be produced from the within described land, which lie below a plane parallel to and 500 feet below the surface of the within described land, for the purpose of prospecting, exploration, development, production or extraction of said substances by means of mines, wells, or derricks, or other equipment, provided however, that the owner of said substances shall have no right to enter upon the surface of the within described land, nor to use said land above said plane parallel to and 500 feet below the surface of such land.

CLARK COUNTY, NEVADA  
JUDITH A. VANDEVER, RECORDER  
RECORDED AT REQUEST OF:  
NATIONAL TITLE COMPANY  
87-15-97 15:86 CPD 3  
BOOK 970715 INST 01241  
FEE: 9.80 RPT: 3.25

Parcel No [REDACTED]

RPTT: Exempt #8

Recording Requested by and  
when recorded, return to:

William R. Schulte  
7201 W Lake Mead Blvd #550  
Las Vegas, Nevada 89128

20040824-0004140  
Fee: \$17.00 RPTT: EXEMPT  
09/24/2004 13:58:39 72040000168  
Req: WILLIAM R SCHULTE  
Frances Deane  
Clark County Recorder N/C: \$0.00  
Pg: 3

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## Grant, Bargain, Sale Deed

THIS INDENTURE WITNESSETH: That William R. Schulte and Melani Schulte, as Joint Tenants, for good and other valuable consideration, do hereby Grant, Bargain, Sell and Convey to 9500 ASPEN GLOW, LLC, a Nevada limited liability company, all of their right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

As more fully described in EXHIBIT "ONE" attached herein and made a part thereof

**SUBJECT TO:**

1. Taxes for the current fiscal year.
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 24<sup>th</sup> day of August, 2004.

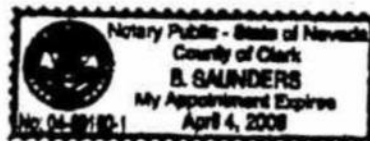
William R. Schulte  
William R. Schulte

Melani Schulte  
Melani Schulte

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.

On this 24<sup>th</sup> day of August, 2004, before me, personally appeared William R. Schulte personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

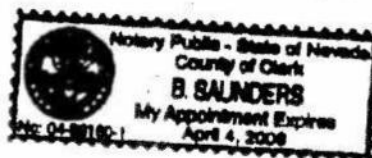


B. Saunders  
Notary Public

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.

On this 24<sup>th</sup> day of August, 2004, before me, personally appeared Melani Schulte personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



B. Saunders  
Notary Public

Grantee's Name and Mail future tax statements to:

9500 ASPEN GLOW, LLC  
William R. Schulte, Manager  
7201 W Lake Mead Blvd, #550  
Las Vegas, Nevada 89128



**EXHIBIT "ONE"**

**Lot Thirty-eight (38) in Block A of CYPRESS IN THE HILLS AT SUMMERLIN BY LEWIS HOMES, as shown by map thereof on file in Book 48 of Plats, Page 5 in the Office of the County Recorder of Clark County, Nevada, and as amended by Certificate of Amendment recorded January 4, 1991 in book 910104 as Document No. 00923**

**Excepting all mineral, oil, gas petroleum, other hydrocarbons, substances, and all geothermal energy sources in, under, or which may be produced from the within-described lands, which lie below a plane parallel and 500 feet below the surface of the within described land, for the purpose of prospecting, exploration, development, production, or extraction of said substances by means of mines, well or derricks, or other equipment, provided however, that the owner of said substances shall have no right to enter upon the surface of the within described land, nor to use said land above plane parallel to and 500 feet below the surface of such land.**

**APN** [REDACTED]

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

**1. Assessor Parcel Number(s)**

- a) [REDACTED]  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

**2. Type of Property:**

- a) ☐ Vacant Land b) ☒ Single Fam. Res.  
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex  
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l  
g) ☐ Agricultural h) ☐ Mobile Home  
i) ☐ Other \_\_\_\_\_

**FOR RECORDER'S OPTIONAL USE ONLY**

Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

**3. Total Value/Sales Price of Property**

Deed in Lieu of Foreclosure Only (value of property) \_\_\_\_\_

Transfer Tax Value: \_\_\_\_\_

Real Property Transfer Tax Due \_\_\_\_\_

**4. If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section 8

b. Explain Reason for Exemption: TRANSFER TO LLC without consideration

**5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %**

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Meloni Schulte Capacity Grantor

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

Print Name: WILLIAM + MELANI SCHULTE  
Address: 7201 W. LAKE MEAD BLVD #550  
City: LAS VEGAS  
State: NV Zip: 89128

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: 9500 ASPEN GLOW LLC  
Address: 7201 W. LAKE MEAD BLVD #550  
City: LAS VEGAS  
State: NV Zip: 89128

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: \_\_\_\_\_ Escrow #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



Entered on Docket  
March 08, 2011

*Bruce A. Markell*

Hon. Bruce A. Markell  
United States Bankruptcy Judge

Samuel A. Schwartz, Esq.  
Nevada Bar No. 10985  
Bryan A. Lindsey, Esq.  
Nevada Bar No. 10662  
The Schwartz Law Firm, Inc.  
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Telephone: (702) 385-5544  
Facsimile: (702) 385-2741  
Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA**

In re:	)	Case No. 09-29123-BAM
	)	
Melani Schulte and William R. Schulte,	)	Chapter 11
	)	
	)	Jointly Administered with:
2704 Sattley LLC,	)	
Hot Endeavor LLC,	)	09-27238-BAM
Cherish LLC,	)	09-27909-BAM
SABRECO Inc.,	)	09-28513-BAM
Keep Safe LLC	)	09-31584-BAM
	)	09-31585-BAM
Debtors.	)	
	)	Confirmation Hearing Date: January 31, 2011
	)	Confirmation Hearing Time: 9:30 a.m.

**ORDER CONFIRMING THE DEBTORS'  
CHAPTER 11 PLAN OF REORGANIZATION**

The above-captioned debtors and debtors-in-possession (the “**Debtors**”), having proposed and filed their Third Amended Chapter 11 Plan of Reorganization (the “**Plan**”);<sup>1</sup> and the Court

<sup>1</sup> All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Plan.



1 having conducted a hearing on January 31, 2011 (the “**Hearing**”) to consider confirmation of the  
2 Plan, and the Court having considered (i) the Debtors’ Memorandum of Law in Support of  
3 Confirmation of their Plan of Reorganization Under Chapter 11 of the Bankruptcy Code and Reply  
4 to Objection (the “**Memo**”), (ii) the declaration of the Debtors submitted in support of their Plan,  
5 (iii) the arguments of counsel presented at the Hearing, (iv) the objection of Chase Home Finance,  
6 LLC filed with respect to confirmation of the Plan and the response filed thereto, and (v) the  
7 pleadings filed in support of confirmation; and the Court being familiar with the Plan and other  
8 relevant factors affecting these Chapter 11 cases pending under Chapter 11 of Title 11 of the  
9 United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”); and the  
10 Court having taken judicial notice of the entire record of the Chapter 11 cases, including, without  
11 limitation, all pleadings and papers filed by the Debtors in the Chapter 11 cases, the order (the  
12 “**Disclosure Statement Order**”) entered by the Court on December 1, 2010 (a) approving the  
13 Debtors’ Fourth Amended Disclosure Statement with Respect to the Plan (the “**Disclosure**  
14 **Statement**”), (b) approving the forms of ballots and solicitation and tabulation procedures, (c)  
15 prescribing the form and manner of notice thereof, (d) fixing the last date for filing objections to  
16 the Plan, and (e) scheduling the Hearing to consider confirmation for the Chapter 11 Plan and (f)  
17 appointing The Schwartz Law Firm, Inc. (“**SLF**”) as solicitation and tabulation agent; and the  
18 Court having found that due and proper notice has been given with respect to the Hearing and the  
19 deadlines and procedures for objections to the Plan and the appearance of all interested parties  
20 having been duly noted in the record of the Hearing; and upon the record of the Hearing, and after  
21 due deliberation thereon, and sufficient cause appearing therefore;  
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33  
34

1           **IT IS HEREBY FOUND AND CONCLUDED,**<sup>2</sup> that:

2                                   **JURISDICTION AND VENUE**

3  
4           A.       The Court has jurisdiction to conduct the Hearing and to confirm the Plan pursuant  
5 to 28 U.S.C. § 1334.

6           B.       Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and  
7 this Court has jurisdiction to enter a final order with respect thereto.

8  
9           C.       The Debtors are proper debtors under section 109 of the Bankruptcy Code and  
10 proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

11  
12           D.       Each of the conditions precedent to the entry of this Order has been satisfied.

13                                   **JUDICIAL NOTICE**

14  
15           E.       This Court takes judicial notice of the docket of the Debtors' Chapter 11 cases  
16 maintained by the Clerk of the Court and/or its duly-appointed agent, and all pleadings and other  
17 documents filed, all orders entered, and evidence and arguments made, proffered or adduced at, the  
18 hearings held before the Court during the pendency of the Chapter 11 cases.

19  
20                                   **STANDARDS FOR CONFIRMATION UNDER**  
21                                   **SECTION 1129 OF THE BANKRUPTCY CODE**

22  
23           F.       Section 1129(a)(1). The Plan complies with each applicable provision of the  
24 Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122, 1123,  
25 1125 and 1126 of the Bankruptcy code.

26  
27  
28  
29  
30  
31           <sup>2</sup> The Findings of Fact and Conclusions of Law contained herein constitute the findings of  
32 fact and conclusions of law required to be entered by this Court pursuant to Rule 52 of the  
33 Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the  
34 Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"). To the extent any finding  
of fact constitutes a conclusion of law, it is adopted as such. To the extent any conclusion of  
law constitutes a finding of fact, it is adopted as such.

1 G. Section 1129(a)(4). No payment for services or costs in connection with the  
2 Chapter 11 cases or the Plan has been made by the Debtors other than payments that have been  
3 authorized by order of the Court.  
4

5 H. Section 1129(a)(7). Each holder of an impaired Claim that has not accepted the  
6 Plan will, on account of such Claim, receive or retain property under the Plan having a value, as of  
7 the effective date of the Plan (the “**Effective Date**”), that is not less than the amount that such  
8 holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy  
9 Code.  
10  
11

12 I. Section 1129(a)(8). The Plan has not been accepted by all impaired classes of  
13 Claims. Nevertheless, the Plan is confirmable because it satisfies 1129(b)(1) of the Bankruptcy  
14 Code with respect to such non-accepting classes of Claims.  
15

16 J. Section 1129(a)(9). The Plan provides treatment for Administrative and Priority  
17 Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.  
18

19 K. Section 1129(a)(10). The Plan has been accepted by a class of impaired Claims that  
20 voted on the Plan, including Classes 2(c), (f), (h), (i), (l), (n), (o), (v), (x), (y), (cc), (ff) and (kk),  
21 and Class 5, determined without including any acceptance of the Plan by any insider.  
22  
23

24 L. Section 1129(a)(11). Confirmation of the Plan is not likely to be followed by the  
25 liquidation or the need for the further financial reorganization of the Debtors.  
26

27 M. Section 1129(a)(12). The Plan provides for the payment of all fees payable under  
28 Section 1930, Title 28 of the United States Code by the Debtors on the Effective Date (or as soon  
29 as practicable thereafter). After the Effective Date and until these Chapter 11 cases are closed,  
30 converted or dismissed, the Plan provides for the payment by the Disbursement Agent of all such  
31 fees as they become due and payable.  
32  
33  
34



1 N. Section 1129(a)(15). There were no objections to the Plan from creditors holding  
2 allowed unsecured claims. In accordance with section 1129(a)(15) and as indicated on the record  
3 at the Hearing, the Debtors will not make any Plan payments to their unsecured creditors.  
4

5 O. Section 1129(c). The Plan (including previous versions thereof) is the only plan  
6 that has been filed in the Chapter 11 cases that has been found to satisfy the requirements of  
7 subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of  
8 section 1129(c) of the Bankruptcy Code have been satisfied.  
9

10 P. Section 1129(d). No party in interest, including but not limited to any  
11 governmental unit, has requested that the Court deny confirmation of the Plan on grounds that the  
12 principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of  
13 Section 5 of the Securities Act of 1933, and the principal purpose of the Plan is not such  
14 avoidance. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy  
15 Code.  
16  
17  
18

#### 19 EXECUTORY CONTRACTS

20

21 Q. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the  
22 occurrence of the Effective Date, the Plan provides for the rejection of each and every executory  
23 contract and unexpired lease that is not listed on Exhibit 2 to the Plan as being rejected. The  
24 Debtors' decisions regarding the assumption and rejection of executory contracts and unexpired  
25 leases are based on and are within the sound business judgment of the Debtors, are necessary to the  
26 implementation of the Plan and are in the best interests of the Debtors, their estate, holders of  
27 Claims and other parties in interest in these Chapter 11 cases.  
28  
29  
30

#### 31 SETTLEMENTS

32

33 R. Pursuant to section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a),  
34 and in consideration of the classification, distributions and other benefits provided under the Plan,

1 the provisions of the Plan constitute a good faith compromise and settlement of all the Claims and  
2 controversies resolved pursuant to the Plan.

3  
4 ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED,  
5 that:

6 **A. General**

7 1. The Plan, attached hereto as **Exhibit A**, is hereby confirmed and the record of the  
8 Hearing is hereby closed.

9  
10 2. The Effective Date of the Plan shall occur on the tenth day after the Court signs and  
11 enters this Order confirming the Plan (the "**Confirmation Date**").

12  
13 3. In accordance with section 1141(a) of the Bankruptcy Code and upon the  
14 occurrence of the Effective Date, the Plan shall be binding upon and inure to the benefit of (i) the  
15 Debtors and their respective successors and assigns, (ii) the holders of Claims and their respective  
16 successors and assigns (whether or not they voted to accept the Plan, whether or not they are  
17 impaired under the Plan, and whether or not any such holder has filed or is deemed to have filed a  
18 proof of Claim), (iii) any other Person giving, acquiring or receiving property under the Plan, (iv)  
19 any party to an executory contract or unexpired lease of a Debtors and (v) each of the foregoing's  
20 respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers,  
21 directors, agents, representatives, attorneys, beneficiaries or guardians, if any.

22  
23 **B. Treatment of Secured Claims**

24  
25 4. The secured portions of the claims of the Debtors' lenders (the "**Lenders**") are  
26 reduced to either the appraised value of the underlying properties (the "**Properties**"), pursuant to  
27 11 U.S.C. § 506(a) or as agreed upon between the parties, as set forth in this Order and the Plan.

28  
29 5. That the unsecured portions of the Lenders' claims are reduced and shall be treated  
30 as "general unsecured claims," pursuant to 11 U.S.C. § 506(a).

6. That the secured and unsecured claims against the property located at 509 Canyon Greens Drive, Las Vegas, Nevada, are bifurcated in accordance with the agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 509 Canyon Greens Drive, Las Vegas, Nevada are:

a. First Lien – America's Servicing Company – Loan Number: [REDACTED]

i. Secured Claim - \$807,141.58

ii. Unsecured Claim - \$0.00

b. Second Lien – Countrywide/BAC Home Loans Servicing, LP – Loan Number:

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$839,500.00

c. Third Lien - Deborah Drake

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$155,000.00

d. Fourth Lien – Z'REA LP

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$2,000,000.00

e. Fifth Lien – Jeffrey Sylvester

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$72,000.00

7. That the secured and unsecured claims against the property located at 9500 Aspen Glow Drive, Las Vegas, Nevada, are bifurcated in accordance with the agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims,"



pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 9500 Aspen Glow Drive, Las Vegas, Nevada, are:

a. First Lien – CitiMortgage - Loan Number – [REDACTED]

i. Secured Claim - \$94,646.23

ii. Unsecured Claim - \$0.00

b. Second Lien – City National Bank - Loan Number – [REDACTED]

i. Secured Claim - \$25,777.44

ii. Unsecured Claim - \$974,222.56

8. That the secured and unsecured claims against the property located at 2460 Avenida Cortes, Henderson, Nevada, are bifurcated in accordance with the agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 2460 Avenida Cortes, Henderson, Nevada, are:

a. First Lien – JP Morgan Chase Bank - Loan Number – [REDACTED]

i. Secured Claim - \$69,436.96

ii. Unsecured Claim - \$0.00

b. Second Lien – BAC Home Loans Servicing, LP - Loan Number – [REDACTED]

i. Secured Claim - \$39,883.68

ii. Unsecured Claim - \$125,427.32

9. That the secured and unsecured claims against the property located at 4710 Brently Place, Las Vegas, Nevada, are bifurcated in accordance with the agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 4710 Brently Place, Las Vegas, Nevada, are:

1 a. First Lien – BAC Home Loans Servicing - Loan Number – [REDACTED]

2 i. Secured Claim - \$109,105.70

3 ii. Unsecured Claim - \$0.00

4 b. Second Lien – Bank of America - Loan Number – [REDACTED]

5 i. Unsecured Claim - \$100,000.00

6 c. Third Lien – Deborah Drake

7 i. Unsecured Claim - \$155,000.00

8 10. That the secured and unsecured claims against the property located at 7873  
 9 Bridgefield Lane, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties;  
 10 and the creditors' wholly unsecured claims shall be treated as "general unsecured claims,"  
 11 pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 7873 Bridgefield Lane,  
 12 Las Vegas, Nevada, are:

13 a. First Lien – JP Morgan Chase Bank - Loan Number – [REDACTED]

14 i. Secured Claim - \$73,213.85

15 ii. Unsecured Claim - \$0.00

16 b. Second Lien – Bank of Nevada – Loan Number – [REDACTED]

17 i. Secured Claim - \$37,309.74

18 ii. Unsecured Claim - \$472,690.26

19 11. That the secured and unsecured claims against the property located at 3322  
 20 Cheltenham Street, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties;  
 21 and the creditor's wholly unsecured claims shall be treated as "general unsecured claims,"  
 22 pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 3322 Cheltenham  
 23 Street, Las Vegas, Nevada, are:

24 a. First Lien – BAC Home Loans Servicing LP - Loan Number – [REDACTED]

i. Secured Claim - \$99,806.60

ii. Unsecured Claim - \$119,936.54

12. That the secured and unsecured claims against the property located at 3383 Cloverdale Court, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 3383 Cloverdale Court, Las Vegas, Nevada, are:

a. First Lien – BAC Home Loans Servicing, LP - Loan Number – [REDACTED]

i. Secured Claim - \$168,856.34

ii. Unsecured Claim - \$20,438.13

b. Second Lien – Bank of America – Loan Number – [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$100,000.00

13. That the secured and unsecured claims against the property located at 1624 Desert Canyon Court, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 1624 Desert Canyon Court, Las Vegas, Nevada, are:

a. First Lien – CitiMortgage - Loan Number – [REDACTED]

i. Secured Claim - \$90,568.03

ii. Unsecured Claim - \$0.00

b. Second Lien – Bank of Nevada – Loan Number – [REDACTED]

i. Secured Claim - \$49,244.61

ii. Unsecured Claim - \$460,755.39



1           14. That the secured and unsecured claims against the property located at 3729  
2 Discovery Creek Avenue, North Las Vegas, Nevada, are bifurcated in accordance with agreement  
3 of the parties; and the creditor's wholly unsecured claims shall be treated as "general unsecured  
4 claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 3729  
5 Discovery Creek Avenue, North Las Vegas, Nevada are:  
6

7  
8           a. First Lien – BAC Home Loans Servicing, LP - Loan Number – [REDACTED]

9               i. Secured Claim - \$125,446.93

10              ii. Unsecured Claim - \$128,092.53  
11

12           15. That the secured and unsecured claims against the property located at 1392 Echo  
13 Falls Avenue, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and  
14 the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to  
15 11 U.S.C. § 506(a), and the total amounts of the claims against 1392 Echo Falls Avenue, Las  
16 Vegas, Nevada, are:  
17

18  
19           a. First Lien – Litton Loan Servicing - Loan Number – [REDACTED]  
20

21               i. Secured Claim - \$132,000.00

22              ii. Unsecured Claim - \$0.00  
23

24           b. Second Lien – Bank of America – Loan Number – [REDACTED]

25               i. Secured Claim - \$0.00

26              ii. Unsecured Claim - \$100,000.00  
27

28           16. That the secured and unsecured claims against the property located at 1701 Empire  
29 Mine Drive, Henderson, Nevada, are bifurcated in accordance with agreement of the parties; and  
30 the creditor's wholly unsecured claims shall be treated as "general unsecured claims," pursuant to  
31 11 U.S.C. § 506(a), and the total amounts of the claims against 1701 Empire Mine Drive,  
32 Henderson, Nevada, are:  
33  
34

1 a. First Lien – BAC Home Loans Servicing, LP - Loan Number – [REDACTED]

2 i. Secured Claim - \$80,000.00

3 ii. Unsecured Claim - \$99,633.34

4  
5 17. That the secured and unsecured claims against the property located at 9020 Feather  
6 River Court, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and  
7 the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to  
8 11 U.S.C. § 506(a), and the total amounts of the claims against 9020 Feather River Court, Las  
9 Vegas, Nevada, are:  
10  
11

12 a. First Lien – JP Morgan Chase Bank - Loan Number – [REDACTED]

13 i. Secured Claim - \$73,692.98

14 ii. Unsecured Claim - \$0.00

15  
16 b. Second Lien – Countrywide/BAC Home Loans Servicing, LP – Loan Number –  
17 [REDACTED]

18  
19 i. Secured Claim - \$44,941.33

20 ii. Unsecured Claim - \$153,468.46

21  
22 18. That the secured and unsecured claims against the property located at 1013 Golden  
23 Hawk Way, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and  
24 the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to  
25 11 U.S.C. § 506(a), and the total amounts of the claims against 1013 Golden Hawk Way, Las  
26 Vegas, Nevada, are:  
27  
28

29 a. First Lien – CitiMortgage - Loan Number – [REDACTED]

30 i. Secured Claim - \$64,854.69

31 ii. Unsecured Claim - \$0.00

32  
33 b. Second Lien – BAC Home Loans Servicing, LP – Loan Number – [REDACTED]  
34

Transferred to Green Tree Servicing – Loan Number: [REDACTED]

- i. Secured Claim - \$0.00
- ii. Unsecured Claim - \$167,756.00

19. That the secured and unsecured claims against the property located at 4521 W. La Madre Way, North Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 4521 W. La Madre Way, North Las Vegas, Nevada, are:

a. First Lien – CitiMortgage - Loan Number – [REDACTED]

- i. Secured Claim - \$74,304.10
- ii. Unsecured Claim - \$0.00

b. Second Lien – Wells Fargo – Loan Number – [REDACTED]

- i. Secured Claim - \$0.00
- ii. Unsecured Claim - \$149,951.83

20. That the secured and unsecured claims against the property located at 8562 Lambert Drive, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 8562 Lambert Drive, Las Vegas, Nevada, are:

a. First Lien – CitiMortgage - Loan Number – [REDACTED]

- i. Secured Claim - \$138,423.56
- ii. Unsecured Claim - \$0.00

b. Second Lien – BAC Home Loans Servicing – Loan Number – [REDACTED]

- i. Secured Claim - \$0.00



1                   ii.       Unsecured Claim -   \$146,269.17

2           21.     That the secured and unsecured claims against the property located at 276  
3 Manzanita Ranch Lane, Henderson, Nevada, are bifurcated in accordance with agreement of the  
4 parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims,"  
5 pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 276 Manzanita Ranch  
6 Lane, Henderson, Nevada, are:  
7

8                   a.   First Lien – CitiMortgage - Loan Number – [REDACTED]  
9

10                   i.       Secured Claim -       \$126,038.87

11                   ii.       Unsecured Claim -   \$0.00  
12

13                   b.   Second Lien – Wells Fargo – Loan Number – [REDACTED]  
14

15                   i.       Secured Claim -       \$9,172.80

16                   ii.       Unsecured Claim -   \$134,827.20  
17

18           22.     That the secured and unsecured claims against the property located at 2861  
19 Marathon Drive, Henderson, Nevada, are bifurcated in accordance with agreement of the parties;  
20 and the creditors' wholly unsecured claims shall be treated as "general unsecured claims,"  
21 pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 2861 Marathon Drive,  
22 Henderson, Nevada, are:  
23

24                   a.   First Lien – CitiMortgage - Loan Number – [REDACTED]  
25

26                   i.       Secured Claim -       \$101,274.22

27                   ii.       Unsecured Claim -   \$0.00  
28

29                   b.   Second Lien – BAC Home Loans Servicing, LP – Loan Number – [REDACTED]  
30

31                   i.       Secured Claim -       \$0.00

32                   ii.       Unsecured Claim -   \$114,363.00  
33  
34

23. That the secured and unsecured claims against the property located at 5218 Misty Morning Drive, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 5218 Misty Morning Drive, Las Vegas, Nevada, are:

a. First Lien – Fifth Third Bank - Loan Number – [REDACTED]

i. Secured Claim - \$141,640.60

ii. Unsecured Claim - \$27,573.99

b. Second Lien – City National Bank – Loan Number – [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$1,000,000.00

24. That the secured and unsecured claims against the property located at 10317 Neopolitan Place, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 10317 Neopolitan Place, Las Vegas, Nevada, are:

a. First Lien – BAC Home Loans Servicing, LP - Loan Number – [REDACTED]

i. Secured Claim - \$122,425.03

ii. Unsecured Claim - \$0.00

b. Second Lien – BAC Home Loans Servicing, LP – Loan Number – [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$117,081.00

25. That the secured and unsecured claims against the property located at 956 Ostrich Fern Court, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and

the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 956 Ostrich Fern Court, Las Vegas, Nevada, are:

a. First Lien – Litton Loan Servicing - Loan Number – [REDACTED]

i. Secured Claim - \$152,440.29

ii. Unsecured Claim - \$0.00

b. Second Lien – Bank of America – Loan Number – [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$102,022.20

26. That the secured and unsecured claims against the property located at 8216 Peaceful Canyon Drive, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 8216 Peaceful Canyon Drive, Las Vegas, Nevada, are:

a. First Lien – JP Morgan Chase Bank - Loan Number – [REDACTED]

i. Secured Claim - \$86,994.02

ii. Unsecured Claim - \$0.00

b. Second Lien – BAC Home Loans Servicing, LP – Loan Number – [REDACTED]

i. Secured Claim - \$39,302.59

ii. Unsecured Claim - \$114,127.41

27. That the secured and unsecured claims against the property located at 6091 Pumpkin Patch Avenue, Las Vegas, Nevada, are bifurcated in accordance with that certain stipulation between the parties and filed with this court on March 3, 2011 (Docket No. 907); and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to



1 11 U.S.C. § 506(a), and the total amounts of the claims against 6091 Pumpkin Patch Avenue, Las  
 2 Vegas, Nevada, are:

3 a. First Lien – Chase Home Finance, LLC - Loan Number – [REDACTED]  
 4

5 i. Secured Claim - \$108,307.50

6 ii. Unsecured Claim - \$0.00  
 7

8 b. Second Lien – Wells Fargo – Loan Number – [REDACTED]  
 9

10 i. Secured Claim - \$0.00

11 ii. Unsecured Claim - \$154,555.66  
 12

13 28. That the secured and unsecured claims against the property located at 5709  
 14 Ridgetree Avenue, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties;  
 15 and the creditors' wholly unsecured claims shall be treated as "general unsecured claims,"  
 16 pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 5709 Ridgetree  
 17 Avenue, Las Vegas, Nevada, are:  
 18

19 a. First Lien – BAC Home Loans Servicing, LP - Loan Number – [REDACTED]  
 20

21 i. Secured Claim - \$57,963.85

22 ii. Unsecured Claim - \$17,235.43  
 23

24 b. Second Lien – Deborah Drake

25 i. Secured Claim - \$0.00

26 ii. Unsecured Claim - \$155,000.00  
 27

28 29. That the secured and unsecured claims against the property located at 5524 Rock  
 29 Creek Lane, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and  
 30 the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to  
 31 11 U.S.C. § 506(a), and the total amounts of the claims against 5524 Rock Creek Lane, Las Vegas,  
 32 Nevada, are:  
 33  
 34

1 a. First Lien – Fidelity Bank - Loan Number – [REDACTED]

2 i. Secured Claim - \$83,380.18

3 ii. Unsecured Claim - \$0.00

4  
5 b. Second Lien – Wells Fargo – Loan Number - [REDACTED]

6 i. Secured Claim - \$0.00

7 ii. Unsecured Claim - \$145,000.00

8  
9 30. That the secured and unsecured claims against the property located at 922 Saddle  
10 Horn Drive, Henderson, Nevada, are bifurcated in accordance with agreement of the parties; and  
11 the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to  
12 11 U.S.C. § 506(a), and the total amounts of the claims against 922 Saddle Horn Drive,  
13 Henderson, Nevada, are:  
14  
15

16 a. First Lien – CitiMortgage - Loan Number – [REDACTED]

17 i. Secured Claim - \$96,734.23

18 ii. Unsecured Claim - \$0.00

19  
20 b. Second Lien – Bank of America – Loan Number - [REDACTED]

21 i. Secured Claim - \$0.00

22 ii. Unsecured Claim - \$100,000.00

23  
24 31. That the secured and unsecured claims against the property located at 5609 San  
25 Ardo Place, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and  
26 the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to  
27 11 U.S.C. § 506(a), and the total amounts of the claims against 5609 San Ardo Place, Las Vegas,  
28 Nevada, are:  
29  
30

31 a. First Lien – CitiMortgage - Loan Number – [REDACTED]

32 i. Secured Claim - \$100,573.39

ii. Unsecured Claim - \$0.00

b. Second Lien – U.S. Bank – Loan Number: [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$48,600.00

c. Third Lien – Deborah Drake

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$155,000.00

32. That the secured and unsecured claims against the property located at 2704 Sattley Circle, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 2704 Sattley Circle, Las Vegas, Nevada, are:

a. First Lien – Maxine Llewellyn and Mel Elizer

i. Secured Claim - \$210,000.00

ii. Unsecured Claim - \$0.00

b. Second Lien – Wells Fargo – Loan Number - [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$31,531.11

c. Third Lien – Bank of Nevada – Loan Number – [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$510,000.00

33. That the secured and unsecured claims against the property located at 9521 Sierra Summit Avenue, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims,"



pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 9521 Sierra Summit Avenue, Las Vegas, Nevada, are:

a. First Lien – BAC Home Loans Servicing, LP – Loan Number - [REDACTED]

i. Secured Claim - \$103,824.33

ii. Unsecured Claim - \$0.00

b. Second Lien – BAC Home Loans Servicing, LP – Loan Number – [REDACTED]

Transferred to Green Tree Servicing – Loan Number: [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$151,713.00

34. That the secured and unsecured claims against the property located at 1528 Splinter Rock Way, North Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 1528 Splinter Rock Way, North Las Vegas, Nevada, are:

a. First Lien – Wells Fargo – Loan Number - [REDACTED]

i. Secured Claim - \$105,942.62

ii. Unsecured Claim - \$0.00

b. Second Lien – Bank of Nevada – Loan Number - [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$510,000.00

35. That the secured and unsecured claims against the property located at 1194 Stormy Valley Road, Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to

11 U.S.C. § 506(a), and the total amounts of the claims against 1194 Stormy Valley Road, Las Vegas, Nevada, are:

a. First Lien – CitiMortgage– Loan Number – [REDACTED]

i. Secured Claim - \$107,161.54

ii. Unsecured Claim - \$0.00

b. Second Lien – Wells Fargo – Loan Number - [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$130,000.00

36. That the secured and unsecured claims against the property located at 2290 Surrey Meadows Avenue, Henderson, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 2290 Surrey Meadows Avenue, Henderson, Nevada, are:

a. First Lien – CitiMortgage– Loan Number – [REDACTED]

i. Secured Claim - \$160,723.30

ii. Unsecured Claim - \$0.00

b. Second Lien – BAC Home Loans Servicing, LP – Loan Number – [REDACTED]

Transferred to Green Tree Servicing – Loan Number: [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$168,075.00

37. That the secured and unsecured claims against the property located at 2614 Sweet Leilani Avenue, North Las Vegas, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims,"

pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 2614 Sweet Leilani Avenue, North Las Vegas, Nevada, are:

a. First Lien – BAC Home Loans Servicing, LP – Loan Number – [REDACTED]

i. Secured Claim - \$130,720.99

ii. Unsecured Claim - \$48,298.87

b. Second Lien – Jeff Sylvester

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$72,000.00

38. That the secured and unsecured claims against the property located at 2525 Via Di Autostrada, Henderson, Nevada, are bifurcated in accordance with agreement of the parties; and the creditors' wholly unsecured claims shall be treated as "general unsecured claims," pursuant to 11 U.S.C. § 506(a), and the total amounts of the claims against 2525 Via Di Autostrada, Henderson, Nevada, are:

a. First Lien – CitiMortgage – Loan Number – [REDACTED]

i. Secured Claim - \$85,280.12

ii. Unsecured Claim - \$0.00

b. Second Lien – Homecomings Financial – Loan Number – [REDACTED]

Transferred to GMAC Mortgage – Loan Number: [REDACTED]

Transferred to Specialized Loan Servicing – Loan Number: [REDACTED]

i. Secured Claim - \$0.00

ii. Unsecured Claim - \$141,800.00

39. That the unsecured portions of the Lenders' claims be reclassified as general unsecured claims with other general unsecured creditors through the Debtors' Plan.



1           40. That Lenders' secured rights and/or lien-holder rights in the Properties are hereby  
2 modified as set forth above, provided, however, all remaining terms of the mortgages and notes  
3 related to the Properties, except as expressly modified herein or in the Plan, shall remain the same.  
4

5 **C. Plan Implementation.**

6           41. The Debtors are authorized to undertake or cause to be undertaken any and all acts  
7 and actions contemplated by the Plan or required to consummate and implement the provisions of  
8 the Plan, prior to, on and after the Effective Date, including without limitation, entering, executing,  
9 delivering, filing or recording any agreements, instruments or documents necessary to implement  
10 the Plan. All such actions shall be deemed to have occurred and shall be in effect without any  
11 requirement or further action by the Debtors.  
12  
13  
14

15           42. Each federal, state, commonwealth, local, foreign or other governmental agency is  
16 hereby directed and authorized to accept any and all documents, mortgages and instruments  
17 necessary or appropriate to effectuate, implement or consummate the transactions contemplated by  
18 the Plan and this Order.  
19  
20

21 **D. Plan Distributions.**

22           43. There were no objections to the Plan from creditors holding allowed unsecured  
23 claims. In accordance with section 1129(a)(15) and as indicated on the record at the Hearing, the  
24 Debtors will not make any Plan payments to their unsecured creditors.  
25  
26

27           44. In accordance with the Plan, all applications for payment of fees and reimbursement  
28 of expenses by professionals retained in these Chapter 11 cases as well as parties seeking  
29 compensation pursuant to section 503 of the Bankruptcy Code must be filed with the Court by the  
30 date that is no later than forty-five (45) days after the Confirmation Date (or, if such date is not a  
31 Business Day, by the next Business Day thereafter). Any Person or entity that fails to file such an  
32 application or request on or before such date shall be forever barred from asserting such  
33  
34

1 Administrative Claim against the Debtors or their property, and the holder thereof shall be  
2 enjoined from commencing or continuing any action, employment of process or act to collect,  
3 offset or recover such Administrative Claim. Applications for approval of professionals' fees not  
4 previously awarded during the pendency of the Chapter 11 cases may be included in such  
5 professional's final applications as set forth herein and in the Plan. Objections, if any, to fee  
6 Claims shall be filed and served not later than fourteen (14) business days prior to the date set by  
7 the Court for the hearing to consider such requests.  
8  
9

10  
11 **E. Executory Contracts and Leases.**

12 45. As of the Confirmation Date, all executory contracts and unexpired leases of the  
13 Debtors shall be assumed or rejected, as set forth in the Plan, pursuant to sections 365 and 1123 of  
14 the Bankruptcy Code.  
15

16 46. Upon the Confirmation Date of the Plan, the Debtors shall provide notice of the  
17 rejection pursuant to the Plan of an executory contract or unexpired lease to any non-debtor  
18 parties. In the event the Plan otherwise is not consummated, the Debtors may modify or amend  
19 (including, without limitation, making additions and/or deletions) all rights of the Debtors to  
20 assume or reject its unexpired leases and executory contracts shall be reinstated to the date  
21 immediately prior to the date of this Order.  
22  
23

24  
25 **F. Taxes and Transfers.**

26 47. The transfer of any asset under the Plan or this Order has been duly authorized, and  
27 when issued, as provided in the Plan, will be validly issued, fully paid and nonassessable.  
28

29 48. Creditors seeking to protect the validity, enforceability, perfection and priority of  
30 the liens and security interests granted and/or continued under the Plan may file financing  
31 statements, deeds of trust, mortgages or other documents and take any and all actions as they deem  
32  
33  
34

1 appropriate, in their respective discretion, to confirm the perfection of such security interests and  
2 liens.

3  
4 49. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property  
5 pursuant to the Plan shall not be subject to any stamp tax or other similar tax or governmental  
6 assessment in the United States, and all appropriate state or local governmental officials or agents  
7 shall forgo the collection of any such tax or governmental assessment and to accept for filing and  
8 recordation instruments or other documents pursuant to such transfers of property without the  
9 payment of any such tax or governmental assessment.  
10

11  
12 50. All filing and recording officers are hereby directed to accept for filing or recording  
13 all instruments of transfer to be filed and recorded notwithstanding any contrary provision of  
14 applicable non-bankruptcy law. This Court retains jurisdiction to enforce the foregoing direction,  
15 by contempt proceedings or otherwise.  
16  
17

18 **G. Miscellaneous.**

19  
20 51. From and after the Confirmation Date, this Court shall retain and have exclusive  
21 jurisdiction over all matters arising out of these Chapter 11 cases pursuant to, and for purposes of,  
22 subsection 105(a) and section 1142 of the Bankruptcy Code, including without limitation,  
23 jurisdiction over the matters set forth in the Plan, which is incorporated herein by reference, as if  
24 set forth *in extenso*.  
25

26  
27 52. Except as otherwise provided in the Plan and this Order, notice of all subsequent  
28 pleadings in these Chapter 11 cases shall be limited to counsel for the Debtors, the United States  
29 Trustee and any party known to be directly affected by the relief sought.  
30

31 53. Notwithstanding anything in the Plan or this Order to the contrary, the amount of  
32 any priority tax Claim for U.S. federal income taxes, if any, and the rights of the holder of such  
33 Claim, if any, to payment in respect thereof shall: (a) survive the Effective Date and consummation  
34



1 of the Plan and be determined in the manner and by the administrative or judicial tribunal in which  
2 the amount of such Claim and the rights of the holder of such Claim would have been resolved or  
3 adjudicated if the Chapter 11 cases had not been commenced; and (b) not be discharged, impaired  
4 or adversely affected by the Plan. In accordance with section 1124 of the Bankruptcy Code, the  
5 Plan shall leave unaltered the legal, equitable and contractual rights of a holder of such Claim.  
6

7  
8 54. Failure specifically to include or reference particular sections or provisions of the  
9 Plan or any related agreement in this Order shall not diminish or impair the effectiveness of such  
10 sections or provisions, it being the intent of the Court that the Plan be confirmed and such related  
11 agreements be approved in their entirety.  
12

13  
14 55. All entities holding Claims against the Debtors that are treated under the Plan are  
15 hereby directed to execute, deliver, file or record any document, and to take any action necessary  
16 to implement, consummate and otherwise effect the Plan in accordance with its terms, and all such  
17 entities shall be bound by the terms and provisions of all documents executed and delivered by  
18 them in connection with the Plan.  
19  
20

21 56. In accordance with section 1142 of the Bankruptcy Code, the Debtors and any other  
22 entity designated pursuant to the Plan, are hereby authorized, empowered and directed to issue,  
23 execute, deliver, file and record any document, and to take any action necessary or appropriate to  
24 implement, consummate and otherwise effectuate the Plan in accordance with its terms, and all  
25 such entities shall be bound by the terms and provisions of all documents issued, executed and  
26 delivered by them as necessary or appropriate to implement or effectuate the transactions  
27 contemplated by the Plan and as set forth in the Plan.  
28  
29  
30

31 57. Any document related to the Plan that refers to a plan of reorganization of the  
32 Debtors, other than the Plan confirmed by this Order, shall be, and it hereby is, deemed to be  
33  
34

1 modified such that the reference to a plan of reorganization of the Debtors in such document shall  
2 mean the Plan confirmed by this Order, as appropriate.

3  
4 58. In the event of an inconsistency between the Plan, on the one hand, and any other  
5 agreement, instrument or document intended to implement the provisions of the Plan, on the other,  
6 the provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement,  
7 instrument or document). In the event of any inconsistency between the Plan or any agreement,  
8 instrument or document intended to implement the Plan, on the one hand, and this Order, on the  
9 other, the provisions of this Order shall govern.  
10  
11

12 59. The provisions of this Order are integrated with each other and are non-severable  
13 and mutually dependent.  
14

15 60. This Order is a final order and the period in which an appeal must be filed shall  
16 commence immediately upon the entry hereof.  
17

18 61. If any or all of the provisions of this Order are hereafter reversed, modified or  
19 vacated by subsequent order of this Court or any other Court, such reversal, modification or  
20 vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in  
21 connection with the Plan prior to the Debtors receipt of written notice of such order.  
22 Notwithstanding any such reversal, modification or vacatur of this Order, any such act or  
23 obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective  
24 date of such reversal, modification or vacatur shall be governed in all respects by the provisions of  
25 this Order and the Plan and all related documents or any amendments or modifications thereto.  
26  
27  
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1           62.     The Plan shall be substantially consummated on the Confirmation Date because the  
2 transactions described in the Plan shall have occurred or shall have been provided for.  
3  
4

5 Submitted by:

6 THE SCHWARTZ LAW FIRM, INC.  
7

8 By: /s/ Samuel A. Schwartz

9 Samuel A. Schwartz, Esq., NBN 10985

10 701 E. Bridger Ave., Suite 120

11 Las Vegas, NV 89101

*Attorneys for Debtors*  
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**SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021**

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

\_\_\_\_\_ The court has waived the requirement set forth in LR 9021(b)(1).

\_\_\_\_\_ No party appeared at the hearing or filed an objection to the motion.

  X   I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order or failed to respond, as indicated below [list each party and whether the party has approved, disapproved or failed to respond to the document]:

\_\_\_\_\_ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED:           Michael Chen, Esq.; Brittany Wood, Esq.; Ace Van Patten, Esq.

DISAPPROVED:

FAILED TO RESPOND:

Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz  
Samuel A. Schwartz, Esq., NBN 10985  
701 E. Bridger Ave., Suite 120  
Las Vegas, NV 89101  
*Attorneys for Debtors*

###

# EXHIBIT A

Samuel A. Schwartz, Esq.  
Nevada Bar No. 10985  
Bryan A. Lindsey, Esq.  
Nevada Bar No. 10662  
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Attorneys for the Debtors

**UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA**

In re:	)	Case No. 09-29123-BAM
	)	Chapter 11
Melani Schulte and William R. Schulte,	)	
	)	Jointly Administered with:
	)	
2704 Sattley LLC,	)	09-27238-BAM
Hot Endeavor LLC,	)	09-27909-BAM
Cherish LLC,	)	09-28513-BAM
SABRECO Inc.,	)	09-31584-BAM
Keep Safe LLC	)	09-31585-BAM
	)	
Debtors.	)	Confirmation Hearing Date: January 31, 2011
	)	Confirmation Hearing Time: 9:30 a.m.
	)	

**THIRD AMENDED JOINT PLAN OF REORGANIZATION OF  
MELANI SCHULTE AND WILLIAM R. SCHULTE**

**ARTICLE I - SUMMARY**

This Third Amended Joint Plan of Reorganization (the “**Plan**”) under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the “**Bankruptcy Code**”) proposes to pay creditors of the above-captioned debtors and debtors-in-possession (the “**Debtors**”) from the reorganization of their residential property and secured debt.

This Plan provides for 2 classes of secured claims and 3 classes of unsecured claims. Unsecured creditors holding allowed claims may receive distributions, if objections to the Plan are lodged under Section 1129(a)(15) of the Bankruptcy Code, which the Debtors have valued at approximately 4% of each creditor’s allowed claim. If no objections are lodged, the Debtors may elect to make zero distributions to general unsecured creditors. This Plan also provides for the payment of administrative and priority claims in full on the effective date of this Plan, or as agreed by the holder of such administrative or priority claim.



All creditors should refer to Articles II through IV of this Plan for information regarding the precise treatment of their claims. A Fourth Amended Joint Disclosure Statement (the “**Disclosure Statement**”) that provides more detailed information regarding this Plan and the rights of creditors was circulated with this Plan. Your rights may be affected. You should read these papers carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

## ARTICLE II - CLASSIFICATION AND TREATMENT OF CLAIMS

This Plan constitutes the Chapter 11 plan of reorganization of the Debtors. All Claims against the Debtors are placed in classes (each a “**Class**”) as designated by Classes 1 through 5. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims and Priority Tax Claims.

The categories of Claims (as defined in the Bankruptcy Code, listed below classify Claims for all purposes, including, without limitation, voting, confirmation and distribution pursuant to this Plan sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim to be classified in a particular Class only to the extent that the Claim qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim qualifies within the description of such different Class. A Claim is in a particular Class only to the extent that any such Claim is allowed in that Class and has not been paid or otherwise settled prior to the effective date of the Plan as determined in paragraph 6.02 below.

**THE DEBTORS INTEND TO SEEK SUBSTANTIVE CONSOLIDATION IN CONNECTION WITH THE PAYMENT OF THE GENERAL UNSECURED CLAIMS AGAINST THEIR ESTATES THROUGH THE PLAN. IF SUCH SUBSTANTIVE CONSOLIDATION IS AUTHORIZED AND ORDERED BY THE COURT, CERTAIN ALLOWED CLAIMS OF THE DEBTORS OR THEIR ESTATES SHALL BE SATISFIED FROM THE COMBINED CASH AND OTHER PROPERTY OF THE DEBTORS AND THEIR COMBINED ESTATES. ALL ALLOWED SECURED CLAIMS IN CLASSES 1 AND 2 WILL RETAIN THEIR LIENS AND NOT BE ELIMINATED AS THE RESULT OF THE SUBSTANTIVE CONSOLIDATION.**

### Classification of Claims

#### 2.01 Class 1(a) – Secured Claim of America’s Servicing Company

- (a) *Classification:* Class 1(a) consists of the Secured Claim of America’s Servicing Company against the Debtors’ property located at 509 Canyon Greens, Las Vegas, Nevada 89144, which is secured by a lien against the Debtors’ residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 1(a) Secured Claim shall be unimpaired and paid in full in accordance with the terms of its related note and mortgage.

- (c) *Voting:* Class 1(a) is an unimpaired class, and the holder of the Class 1(a) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(a) claim is not entitled to vote to accept or reject the Plan.

2.02 Class 2(a) –Secured Claim of CitiMortgage

- (a) *Classification:* Class 2(a) consists of the Secured Claim of CitiMortgage against the Debtors' property located at 9500 Aspen Glow Drive, Las Vegas, Nevada 89134 which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(a) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth in **Exhibit 1**, attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(a) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(a) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(a) is an impaired class, and the holder of the Class 2(a) claim is entitled to vote to accept or reject the Plan.

Class 2(b) –Secured Claim of City National Bank

- (a) *Classification:* Class 2(b) consists of the Secured Claim of City National Bank against the Debtors' property located at 9500 Aspen Glow Drive, Las Vegas, Nevada 89134, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(b) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth in **Exhibit 1**, attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(b) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving



the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(b) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(b) is an impaired class, and the holder of the Class 2(b) claim is entitled to vote to accept or reject the Plan.

Class 2(c) – Secured Claim of Chase Home Finance

- (a) *Classification:* Class 2(c) consists of the Secured Claim of Chase Home Finance against the Debtors' property located at 2460 Avenida Cortes, Henderson, Nevada 89074, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(c) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(c) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(c) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(c) is an impaired class, and the holder of the Class 2(c) claim is entitled to vote to accept or reject the Plan.

Class 2(d) – Secured Claim of Countywide Home Loans

- (a) *Classification:* Class 2(d) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 2460 Avenida Cortes, Henderson, Nevada 89074, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(d) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth in **Exhibit 1**, attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.



- (c) *Valuation:* The Class 2(d) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(d) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(d) is an impaired class, and the holder of the Class 2(d) claim is entitled to vote to accept or reject the Plan.

Class 2(e) –Secured Claim of Countrywide Home Loans

- (a) *Classification:* Class 2(e) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 4710 Brently Place, Las Vegas, Nevada 89122, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(e) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(e) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(e) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(e) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(f) –Secured Claim of Chase Home Finance

- (a) *Classification:* Class 2(f) consists of the Secured Claim of Chase Home Finance against the Debtors' property located at 7873 Bridgefield Lane, Las Vegas, Nevada 89147, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].

- (b) *Treatment:* The holder of the allowed Class 2(f) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(f) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(f) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(f) is an impaired class, and the holder of the Class 2(f) claim is entitled to vote to accept or reject the Plan.

Class 2(g) –Secured Claim of Bank of Nevada

- (a) *Classification:* Class 2(g) consists of the Secured Claim of Bank of Nevada against the Debtors' property located at 7873 Bridgefield Lane, Las Vegas, Nevada 89147, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(g) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(g) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(g) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(g) is an impaired class, and the holder of the Class 2(g) claim is entitled to vote to accept or reject the Plan.



Class 2(h) –Secured Claim of Countrywide Home Loans

- (a) *Classification:* Class 2(h) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 3322 Cheltenham Street, Las Vegas, Nevada 89129, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(h) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(h) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(h) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(h) is an impaired class, and the holder of the Class 2(h) claim is entitled to vote to accept or reject the Plan.

Class 2(i) –Secured Claim of Countrywide Home Loans

- (a) *Classification:* Class 2(i) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 3383 Cloverdale Court, Las Vegas, Nevada 89117, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(i) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(i) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(i) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.



- (e) *Voting:* Class 2(i) is an impaired class, and the holder of the Class 2(i) claim is entitled to vote to accept or reject the Plan.

Class 2(j) –Secured Claim of CitiMortgage, Inc.

- (a) *Classification:* Class 2(j) consists of the Secured Claim of CitiMortgage, Inc. against the Debtors' property located at 1624 Desert Canyon Court, Las Vegas, Nevada 89128 which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(j) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(j) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(j) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(j) is an impaired class, and the holder of the Class 2(j) claim is entitled to vote to accept or reject the Plan.

Class 2(k) –Secured Claim of Bank of Nevada

- (a) *Classification:* Class 2(k) consists of the Secured Claim of Bank of Nevada against the Debtors' property located at 1624 Desert Canyon Court, Las Vegas, Nevada 89128 which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(k) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(k) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(k) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(k) is an impaired class, and the holder of the Class 2(k) claim is entitled to vote to accept or reject the Plan.

Class 2(l) –Secured Claim of Countrywide Home Loans

- (a) *Classification:* Class 2(l) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 3729 Discovery Creek Avenue, North Las Vegas, Nevada 89031, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(l) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(l) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(l) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(l) is an impaired class, and the holder of the Class 2(l) claim is entitled to vote to accept or reject the Plan.

Class 2(m) –Secured Claim of Litton Loan Servicing

- (a) *Classification:* Class 2(m) consists of the Secured Claim of Litton Loan Servicing against the Debtors' property located at 1392 Echo Falls Avenue, Las Vegas, Nevada 89183, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(m) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(m) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property



as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(m) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(m) is an impaired class, and the holder of the Class 2(m) claim is entitled to vote to accept or reject the Plan.

Class 2(n) –Secured Claim of Countrywide Home Loans

- (a) *Classification:* Class 2(n) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 1701 Empire Mine Drive, Henderson, Nevada 89014, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(n) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(n) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(n) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(n) is an impaired class, and the holder of the Class 2(n) claim is entitled to vote to accept or reject the Plan.

Class 2(o) –Secured Claim of Chase Home Finance

- (a) *Classification:* Class 2(o) consists of the Secured Claim of Chase Home Finance against the Debtors' property located at 9020 Feather River Court, Las Vegas, Nevada 89117, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(o) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.



- (c) *Valuation:* The Class 2(o) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(o) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(o) is an impaired class, and the holder of the Class 2(o) claim is entitled to vote to accept or reject the Plan.

Class 2(p) –Secured Claim of Countrywide Home Loans

- (a) *Classification:* Class 2(p) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 9020 Feather River Court, Las Vegas, Nevada 89117, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(p) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(p) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(p) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(p) is an impaired class, and the holder of the Class 2(p) claim is entitled to vote to accept or reject the Plan.

Class 2(q) –Secured Claim of CitiMortgage, Inc.

- (a) *Classification:* Class 2(q) consists of the Secured Claim of CitiMortgage, Inc. against the Debtors' property located at 1013 Golden Hawk Way, Las Vegas, Nevada 89108, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].

- (b) *Treatment:* The holder of the allowed Class 2(q) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(q) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(q) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(q) is an impaired class, and the holder of the Class 2(q) claim is entitled to vote to accept or reject the Plan.

Class 2(r) – Secured Claim of CitiMortgage, Inc.

- (a) *Classification:* Class 2(r) consists of the Secured Claim of CitiMortgage, Inc. against the Debtors' property located at 4521 W. La Madre Way, North Las Vegas, Nevada 89031, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(r) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(r) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(r) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(r) is an impaired class, and the holder of the Class 2(r) claim is entitled to vote to accept or reject the Plan.



Class 2(s) –Secured Claim of CitiMortgage, Inc.

- (a) *Classification:* Class 2(s) consists of the Secured Claim of CitiMortgage, Inc. against the Debtors' property located at 8562 Lambert Drive, Las Vegas, Nevada 89147, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(s) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(s) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(s) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(s) is an impaired class, and the holder of the Class 2(s) claim is entitled to vote to accept or reject the Plan.

Class 2(t) –Secured Claim of CitiMortgage, Inc.

- (a) *Classification:* Class 2(t) consists of the Secured Claim of CitiMortgage, Inc. against the Debtors' property located at 276 Manzanita Ranch Lane, Henderson, Nevada 89052 which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(t) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(t) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(t) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.



- (e) *Voting:* Class 2(t) is an impaired class, and the holder of the Class 2(t) claim is entitled to vote to accept or reject the Plan.

Class 2(u) –Secured Claim of CitiMortgage, Inc.

- (a) *Classification:* Class 2(u) consists of the Secured Claim of CitiMortgage, Inc. against the Debtors' property located at 2861 Marathon Drive, Henderson, Nevada 89074, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(u) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(r) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(u) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(u) is an impaired class, and the holder of the Class 2(u) claim is entitled to vote to accept or reject the Plan.

Class 2(v) –Secured Claim of Fifth Third Bank

- (a) *Classification:* Class 2(v) consists of the Secured Claim of Fifth Third Bank against the Debtors' property located at 5218 Misty Morning Drive, Las Vegas, Nevada 89118, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(v) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(v) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(v) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(v) is an impaired class, and the holder of the Class 2(v) claim is entitled to vote to accept or reject the Plan.

Class 2(w) –Secured Claim of Countrywide Home Loans

- (a) *Classification:* Class 2(w) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 10317 Neopolitan Place, Las Vegas, Nevada 89144 which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(w) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(w) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(w) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(w) is an impaired class, and the holder of the Class 2(w) claim is entitled to vote to accept or reject the Plan.

Class 2(x) –Secured Claim of Litton Loan Servicing

- (a) *Classification:* Class 2(x) consists of the Secured Claim of Litton Loan Servicing against the Debtors' property located at 956 Ostrich Fern Court, Las Vegas, Nevada 89183, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(x) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(x) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property



as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(x) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(x) is an impaired class, and the holder of the Class 2(x) claim is entitled to vote to accept or reject the Plan.

Class 2(y) –Secured Claim of Chase Home Finance

- (a) *Classification:* Class 2(y) consists of the Secured Claim of Chase Home Finance against the Debtors' property located at 8216 Peaceful Canyon Drive, Las Vegas, Nevada 89128, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(y) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(y) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(y) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(y) is an impaired class, and the holder of the Class 2(y) claim is entitled to vote to accept or reject the Plan.

Class 2(z) –Secured Claim of Countrywide Home Loans

- (a) *Classification:* Class 2(z) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 8216 Peaceful Canyon Drive, Las Vegas, Nevada 89128, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(z) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.



- (c) *Valuation:* The Class 2(z) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(z) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(z) is an impaired class, and the holder of the Class 2(z) claim is entitled to vote to accept or reject the Plan.

Class 2(aa) –Secured Claim of Chase Manhattan Mortgage

- (a) *Classification:* Class 2(aa) consists of the Secured Claim of Chase Manhattan Mortgage against the Debtors' property located at 6091 Pumpkin Patch Avenue, Las Vegas, Nevada 89142, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(aa) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over the remaining loan term, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(aa) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(aa) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(aa) is an impaired class, and the holder of the Class 2(aa) claim is entitled to vote to accept or reject the Plan.

Class 2(bb) –Secured Claim of Countrywide Home Loans

- (a) *Classification:* Class 2(bb) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 5709 Ridgeway Avenue, Las Vegas, Nevada 89107, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].

- (b) *Treatment:* The holder of the allowed Class 2(bb) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(bb) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(bb) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(bb) is an impaired class, and the holder of the Class 2(bb) claim is entitled to vote to accept or reject the Plan.

Class 2(cc) –Secured Claim of Fidelity Bank

- (a) *Classification:* Class 2(cc) consists of the Secured Claim of Fidelity Bank against the Debtors' property located at 5524 Rock Creek Lane, Las Vegas, Nevada 89130, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(cc) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(cc) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(cc) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(cc) is an impaired class, and the holder of the Class 2(cc) claim is entitled to vote to accept or reject the Plan.



Class 2(dd) –Secured Claim of CitiMortgage, Inc.

- (a) *Classification:* Class 2(dd) consists of the Secured Claim of CitiMortgage, Inc. against the Debtors' property located at 922 Saddle Horn Drive, Henderson, Nevada 89002, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(dd) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(dd) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(dd) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(dd) is an impaired class, and the holder of the Class 2(dd) claim is entitled to vote to accept or reject the Plan.

Class 2(ee) –Secured Claim of CitiMortgage, Inc.

- (a) *Classification:* Class 2(ee) consists of the Secured Claim of CitiMortgage, Inc. against the Debtors' property located at 5609 San Ardo Place, Las Vegas, Nevada 89130, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(ee) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(ee) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(ee) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.



- (e) *Voting:* Class 2(ee) is an impaired class, and the holder of the Class 2(ee) claim is entitled to vote to accept or reject the Plan.

Class 2(ff) –Secured Claim of Maxine Llewellyn and Mel Elizer

- (a) *Classification:* Class 2(ff) consists of the Secured Claim of Maxine Llewellyn and Mel Elizer against the Debtors' property located at 2704 Sattley Circle, Las Vegas, Nevada 89117, which is secured by a lien against the Debtors' residential property.
- (b) *Treatment:* The holder of the allowed Class 2(ff) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, payable in monthly installments of \$700.00, over a period of 5 years, with a balloon payment of the amount of its claim after the five-year period.
- (c) *Valuation:* The Class 2(ff) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(ff) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(ff) is an impaired class, and the holder of the Class 2(ff) claim is entitled to vote to accept or reject the Plan.

Class 2(gg) –Secured Claim of Countrywide Home Loans

- (a) *Classification:* Class 2(gg) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 9521 Sierra Summit Avenue, Las Vegas, Nevada 89134, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(gg) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(gg) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(gg) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(gg) is an impaired class, and the holder of the Class 2(gg) claim is entitled to vote to accept or reject the Plan.

Class 2(hh) –Secured Claim of Wells Fargo Home Mortgage

- (a) *Classification:* Class 2(hh) consists of the Secured Claim of Wells Fargo Home Mortgage against the Debtors' property located at 1528 Splinter Rock Way, North Las Vegas, Nevada 89031, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(hh) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(hh) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(hh) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(hh) is an impaired class, and the holder of the Class 2(hh) claim is entitled to vote to accept or reject the Plan.

Class 2(ii) –Secured Claim of CitiMortgage, Inc.

- (a) *Classification:* Class 2(ii) consists of the Secured Claim of CitiMortgage, Inc. against the Debtors' property located at 1194 Stormy Valley Road, Las Vegas, Nevada 89123, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(ii) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(ii) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property



as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.

- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(ii) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(ii) is an impaired class, and the holder of the Class 2(ii) claim is entitled to vote to accept or reject the Plan.

Class 2(jj) –Secured Claim of CitiMortgage, Inc.

- (a) *Classification:* Class 2(jj) consists of the Secured Claim of CitiMortgage, Inc. against the Debtors' property located at 2290 Surrey Meadows Avenue, Henderson, Nevada 89052, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(jj) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(jj) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(jj) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(jj) is an impaired class, and the holder of the Class 2(jj) claim is entitled to vote to accept or reject the Plan.

Class 2(kk) –Secured Claim of Countrywide Home Loans

- (a) *Classification:* Class 2(kk) consists of the Secured Claim of Countrywide Home Loans against the Debtors' property located at 2614 Sweet Leilani Avenue, North Las Vegas, Nevada 89031, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(kk) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.



- (c) *Valuation:* The Class 2(kk) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(kk) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(kk) is an impaired class, and the holder of the Class 2(kk) claim is entitled to vote to accept or reject the Plan.

Class 2(ll) –Secured Claim of CitiMortgage, Inc.

- (a) *Classification:* Class 2(ll) consists of the Secured Claim of CitiMortgage, Inc. against the Debtors' property located at 2525 Via Di Autostrada, Henderson, Nevada 89074, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].
- (b) *Treatment:* The holder of the allowed Class 2(ll) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5.25% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(ll) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(ll) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(ll) is an impaired class, and the holder of the Class 2(ll) claim is entitled to vote to accept or reject the Plan.

Class 2(mm) –Secured Claim of Wells Fargo Bank, N.A.

- (a) *Classification:* Class 2(mm) consists of the Secured Claim of Wells Fargo Bank, N.A. against the Debtors' property located at 276 Manzanita Ranch Lane, Henderson, Nevada 89012, which is secured by a lien against the Debtors' residential property, loan number [REDACTED].

- (b) *Treatment:* The holder of the allowed Class 2(mm) Secured Claim shall be impaired and paid the allowed amount of its claim as set forth on **Exhibit 1** attached hereto, amortized at 5% over 30 years, and in accordance with all other terms of its related note and mortgage.
- (c) *Valuation:* The Class 2(mm) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the appraised value of such property as set forth on **Exhibit 1** of the Plan. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* Any amount of a Class 2(mm) claim that is deemed to be unsecured in accordance with section (c) above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(mm) is an impaired class, and the holder of the Class 2(mm) claim is entitled to vote to accept or reject the Plan.

#### 2.03 Class 3 – Priority Claims

- (a) *Classification:* Class 3 consists of the Priority Claims against the Debtors.
- (b) *Treatment:* The legal, equitable and contractual rights of the holders of allowed Class 3 Claims are unaltered. Except to the extent that a holder of an allowed Class 3 claim has been paid by the Debtors prior to the effective date of this Plan or otherwise agrees to different treatment, each holder of an allowed Class 3 Claim shall receive, in full and final satisfaction of such allowed Class 3 claim, payment in full in cash on or as soon as reasonably practicable after (i) the effective date of the Plan, (ii) the date such allowed Class 3 claim becomes allowed or (iii) such other date as may be ordered by the Bankruptcy Court.
- (c) *Voting:* Class 3 is an unimpaired Class, and is deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Class 3 claims are not entitled to vote to accept or reject the Plan.

#### 2.04 Class 4 – Convenience Claims

- (a) *Classification:* Class 4 consists of Convenience Claims in an amount under \$1,000.00 each against the Debtors in accordance with section 1122(b) of the Bankruptcy Code.
- (b) *Treatment:* The legal, equitable and contractual rights of the holders of allowed Class 4 claims are unaltered. Except to the extent that a holder of an allowed Class 4 claim has been paid by the Debtors prior to the effective date of this Plan or otherwise agrees to different treatment, each



holder of an allowed Class 4 claim shall receive, in full and final satisfaction of such allowed Class 4 claim, payment in full in cash on or as soon as reasonably practicable after (i) the effective date of the Plan, (ii) the date such allowed Class 4 claim becomes allowed or (iii) such other date as may be ordered by the Bankruptcy Court.

- (c) *Voting:* Class 4 is an unimpaired class, and the holders of Class 4 claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Class 4 claims are not entitled to vote to accept or reject the Plan.

## 2.05 Class 5 - General Unsecured Claims

- (a) *Classification:* Class 5 consists of General Unsecured Claims against the Debtors, which includes the unsecured portion of the Debtors' first and second lien holders' claims.
- (b) *Treatment:* Holders of allowed General Unsecured Claims shall receive, in full and final satisfaction of such allowed Class 5 claims, their pro rata share of the Debtors' monthly plan payments, which the Debtors estimate to be 4% of such creditor's claim.
- (c) *Voting:* Class 5 is an impaired Class, and holders of Class 5 claims are entitled to vote to accept or reject the Plan.

## ARTICLE III

### TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS. U.S. TRUSTEES FEES AND PRIORITY TAX CLAIMS

3.01 Unclassified Claims. In accordance with section 1123(a)(1) of the Bankruptcy Code, administrative expense claims, and priority tax claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under Section 503 of the Bankruptcy Code will be paid in full on the effective date of this Plan, in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtors.

3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid in full on the effective date of this Plan, or with respect to the Internal Revenue Service, as agreed upon among the parties.

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. § 1930 will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.



ARTICLE IV  
PROVISIONS FOR EXECUTORY CONTRACTS, UNEXPIRED LEASES AND  
DISPOSITION OF VACANT LAND

4.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtors shall assume, on the effective date of this Plan, the executory contracts and unexpired leases listed on **Exhibit 2** attached hereto. Listed on **Exhibit 2** is also the Debtors' estimated cure amount, if any, necessary to assume such contract in accordance with Section 365 of the Bankruptcy Code.

(b) The Debtors will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 4.01(a) above. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than thirty (30) days after the date of the order confirming this Plan.

(c) The confirmation order shall constitute an order of the Bankruptcy Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the effective date of this Plan. The Debtors reserve the right to amend **Exhibit 2** at any time before the effective date.

(d) Any objection by a party to an executory contract or unexpired lease to the Debtors' proposed assumption or any related cure amount set forth on **Exhibit 2** must be filed, served and actually received by the Debtors at least seven (7) days prior to the confirmation hearing of this Plan. Any party to an executory contract or unexpired lease that fails to object timely to the proposed cure amount will be deemed to have consented to such assignment of its executory contract or unexpired lease. The confirmation order shall constitute an order of the Bankruptcy Court approving any proposed assignments of executory contracts or unexpired leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

(e) In the event of a dispute regarding (i) the amount of any cure payment, (ii) the ability of the Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the executory contract or unexpired lease to be assigned or (iii) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a final order or orders resolving the dispute and approving the assumption. If an objection to a cure amount is sustained by the Bankruptcy Court, the Debtors at their sole option, may elect to reject such executory contract or unexpired lease in lieu of assuming and assigning it.

ARTICLE V - MEANS FOR IMPLEMENTATION OF THE PLAN

5.01 Source of Payments. If an objection to the Plan is lodged under Section 1129(a)(15) of the Bankruptcy Code, the Debtors' Payments and distributions under the Plan will be funded by the Debtors, based upon their (a) projected monthly rental income and (b) personal income. The Liquidation Analysis attached the Disclosure Statement as **Exhibit C**, outlines the Debtors' sources and uses of income. The Debtors' monthly Plan payment shall be four thousand dollars

(\$4,000.00). If no objections are lodged to the Plan, the Debtors may make no distributions to general unsecured creditors.

#### 5.02 Method of Plan Payments

(a) On or about the effective date of the Plan, to the extent necessary, the Debtors shall retain Cynthia Bitaut of Baxter Distribution Services, LLP, 2655 Box Canyon Drive #190, Las Vegas, Nevada 89128 as their disbursement agent (the “**Disbursement Agent**”). Except as otherwise provided in the Plan, upon the first full month after the entry of the order confirming the Plan, the Debtors shall begin making monthly distributions to the Disbursement Agent under the Plan. The Disbursement Agent shall begin, as soon as practical, making pro rata payments to the Debtors’ unsecured creditors holding allowed claims, on a quarterly basis, until such claims are paid as set forth in the Plan.

(b) Except as otherwise provided in the Plan, or upon the entry of a final, non-appealable order of the Bankruptcy Court, or as agreed to by the relevant parties, distributions under the Plan on account of a disputed claim that becomes an allowed claim after the effective date of the Plan shall be begin on the regular quarterly payment date, as established by the Disbursement Agent, which is at least thirty (30) days after such claim becomes an allowed claim.

(c) Notwithstanding anything in the Plan to the contrary, and except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to a disputed claim until all such disputes in connection with such disputed claim have been resolved by settlement among the parties or a final order of the Bankruptcy Court. In the event that there are disputed claims requiring adjudication and resolution, the Disbursement Agent shall establish appropriate reserves for potential payment of such Claims.

(d) In no event, however, shall the Disbursement Agent be held liable for any failures of the Debtors to make any of their payments required under the Plan. If any holders of allowed claims against the Debtors’ estate fail to receive payment in accordance with the Plan, the Bankruptcy Court shall retain jurisdiction to hear and determine all matters related to the implementation of this Plan and the payments required hereunder.

(e) The Disbursement Agent shall be authorized to retain attorneys, if necessary, to object to proofs of claim, pay administrative expenses and collect a reasonable fee for administering the Debtors’ post-confirmation estate from the Debtors’ plan payments.

5.03 The Holding Company. On or after the effective date of the Plan, the Debtors shall transfer title to their properties to a Nevada limited liability company (the “**Holding Company**”), for liability purposes. The transfer shall not limit the Debtors’ personal liability to their Class 1 creditors or their obligations to make payments under this Plan.

5.04 Post-confirmation Management. The Debtors will manage their properties post-petition in the ordinary course, which will include the assumption and continued operation under all partnership agreements, as well as the debt service obligations thereunder. They will be authorized to enter into, terminate and renew lease agreements as they see fit. Such activities will include retaining management companies to aid in the renting of their property, drafting and



serving eviction notices, negotiating loan modifications or refinancing their properties, repairing the properties and maintaining a reserve account of up to one month's mortgage payments, or \$10,000.00, whichever is greater. In addition, the Debtors will be authorized to transfer the properties to the Holding Company to limit their liability from claims arising from their rental business (such as injuries occurring at the homes) after the date of confirmation.

5.05 Liquidation and Abandonment of Certain Debtor Entities. Pursuant to Sections 363 and 554 of the Bankruptcy Code, the Debtors may abandon or liquidate Cherish LLC, Keep Safe LLC, 2704 Sattley LLC and Hot Endeavor, LLC (the "**Abandoned Entities**"), as all properties owned by those entities will be transferred back to the Debtors Melani and William R. Schulte, personally. Therefore, the order confirming the Plan will constitute the Bankruptcy Court's finding and determination that the abandonment or liquidation of the Abandoned Entities is (1) in the best interests of the Debtors, their estates and parties in interest, (2) fair, equitable and reasonable, (3) made in good faith and (4) approved pursuant to section 363 and 554 of the Bankruptcy Code and Bankruptcy Rule 9019.

5.06 Post-confirmation Payment. The post-confirmation payment of the claims of allowed general unsecured creditors in the Debtors' cases shall be jointly administered. Accordingly, the Debtors will pay their combined creditor pool through the continued joint administration of their estates post-confirmation, in order to maximize the distributions to unsecured creditors and avoid the related costs of paying their joint creditors separately for 5 years. The order confirming the Plan shall direct the foregoing administration of the Debtors' post-confirmation estates.

5.07 Substantive Consolidation. The filing of the Plan shall constitute a motion for an order of the Bankruptcy Court approving, and the Confirmation Order shall constitute the Bankruptcy Court's approval of, substantive consolidation of the payment of the general unsecured claims against the reorganized Debtors' estates, specifically the estates of Melani and William R. Schulte and SABRECO, Inc. (collectively, the "**Reorganized Debtors**"). On the effective date of the Plan, pursuant to Section 105(a) of the Bankruptcy Code, the Reorganized Debtors' estates shall be substantively consolidated solely for the purposes related to the Plan (including voting and distributions to general unsecured creditors). The substantive consolidation of the Reorganized Debtors' estates shall have the following effects:

- (a) All assets of the Reorganized Debtors' estates shall be treated as though they were assets of a single consolidated estate for purposes of distributions under the Plan;
- (b) Each and every claim scheduled, filed, to be filed, or deemed to have been filed in these Chapter 11 cases against either Reorganized Debtor shall be deemed scheduled or filed against a single consolidated Estate; and
- (c) No distributions shall be made under the Plan on account of claims among the Reorganized Debtors, and any and all liability on account of such claims between the Reorganized Debtors shall be deemed satisfied and discharged upon confirmation.



Notwithstanding the foregoing, on or after the effective date of the Plan, the Reorganized Debtors may take such actions as are necessary to complete a merger with or dissolution of any of the Reorganized Debtors' assets under applicable law.

**ALL ALLOWED SECURED CLAIMS IN CLASSES 1 AND 2 WILL RETAIN THEIR LIENS, SHALL BE PAID AS SET FORTH IN CLASSES 1 AND 2, AND NOT BE ELIMINATED AS THE RESULT OF THE SUBSTANTIVE CONSOLIDATION.**

## ARTICLE VI GENERAL PROVISIONS

6.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in Sections 101 and 102 of the Bankruptcy Code shall apply when terms defined or construed in the Bankruptcy Code are used in this Plan.

6.02 Effective Date of Plan. The effective date of this Plan is the eleventh business day following the date of the entry of the confirmation order. But if a stay of the confirmation order is in effect on that date, the effective date will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

6.03 Modification of Plan.

The Debtors may modify the Plan at any time before confirmation of the Plan. The Court, however, may require a new Disclosure Statement and/or re-voting on the Plan. The Debtors may also seek to modify the Plan at any time after confirmation only if (A) the Plan has not been substantially consummated and (B) the Court authorizes the proposed modifications after notice and a hearing.

Upon request of the Debtors, the Plan may be modified at any time after confirmation of the Plan, but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take on accounting of any payment of a claim made other than under the Plan.

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the confirmation order; and (b) after the entry of the confirmation order, the Debtors may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan; provided, however, that any modification to the Plan shall not affect the rights or treatment of holders of unsecured claims.

6.04 Final Decree. Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of bankruptcy Procedure, the Debtors, or such other party as the Court shall designate in the Plan confirmation order, shall file a motion with the Court to obtain a final

decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

6.05 Vesting of Assets in the Reorganized Debtors and the Holding Company. After confirmation of the Plan, all property of the Debtors shall vest in the reorganized Debtors and the Holding Company, free and clear of all liens, claims, charges or other encumbrances, except those enumerated in Section 6.06, the order approving the Motion to Value and the confirmation order. The reorganized Debtors may operate their business and may use, acquire or dispose of property and compromise or settle any claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the confirmation order. Without limiting the foregoing, the Debtors shall pay the charges that incur after confirmation for professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of professional fee applications) without application to the Bankruptcy Court.

6.06 Release of Liens, Claims and Equity Interests. Except as otherwise provided herein or in the following sentence or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, upon confirmation, all liens, claims, mortgages, deeds of trust, or other security interests against the property of the Debtors' estate shall be fully released and discharged. The existing liens and lien rights of those lenders holding claims in Class 1 and Class 2 are expressly preserved under the Plan, and their existing liens shall ride through and remain attached to any and all underlying collateral in any transfer of property expressly set forth in, or contemplated by, the Plan. To the extent any provision in this Plan or the Confirmation Order can be read to contradict the express preservation of lien rights in this provision, this provision controls.

6.07 Certificate of Incorporation and Bylaws. The articles of organization and bylaws (or other formation documents) of the Holding Company shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code or as otherwise required by, and in a form reasonably acceptable to, the Debtors. On or as soon as reasonably practicable after confirmation of the Plan, the reorganized Debtors shall file a new certificate of organization with the Nevada secretary of state, as required by section 1123(a)(6) of the Bankruptcy Code.

6.08 Effectuating Documents; Further Transactions. The Debtors may take all actions to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan.

6.09 Exemption from Certain Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the confirmation order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

6.10 Revocation of Plan. The Debtors reserve the right to revoke or withdraw the Plan prior to the confirmation hearing and to file subsequent Chapter 11 plans. If the Debtors revoke or



withdraw the Plan, or if confirmation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, the Debtors or any other entity; (b) prejudice in any manner the rights of the Debtors or any other entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other entity.

6.11 Successors and Assigns. The rights, benefits and obligations of any entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

6.12 Reservation of Rights. Except as expressly set forth herein, the Plan shall have no force or effect until the Court enters the confirmation order. Neither the filing of the Plan, any statement or provision contained in the Disclosure Statement, nor the taking of any action by a Debtors or any other entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtors with respect to the holders of claims or other entity; or (2) any holder of a Claim or other entity prior to the effective date of the Plan. The Debtors expressly reserve all rights to pursue any claims they may hold against their mortgage lenders or against any other entity prior to or after the effective date of the Plan.

6.13 Further Assurances. The Debtors or the reorganized Debtors, as applicable, all holders of Claims receiving distributions under the Plan and all other entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the confirmation order.

6.14 Severability. If, prior to confirmation of the Plan, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted, *provided* that any such alteration or interpretation must be in form and substance reasonably acceptable to the Debtors, and, to the extent such alteration or interpretation affects the rights or treatment of holders of unsecured claims, such claim holder.

6.15 Return of Security Deposits. Unless the Debtors agree otherwise in a written agreement or stipulation approved by the Court, all security deposits provided by the Debtors to any person or entity at any time after the petition date shall be returned to the Debtors within twenty (20) days after the date of confirmation, without deduction or offset of any kind.

6.16 Filing of Additional Documents. On or before the Effective Date, the Debtors may file with the Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.



6.17 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

ARTICLE VII  
DISCHARGE

**7.01 Discharge.** Confirmation of this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments to unsecured creditors under this Plan, if the Debtors elect to make such payments, which is 5 years or 20 quarterly payments, or as otherwise provided in § 1141(d)(5) of the Code. The Debtors will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

Dated: November 23, 2010

Respectfully submitted,

MELANI SCHULTE

/s/ Melani Schulte

WILLIAM R. SCHULTE

/s/ William R. Schulte

# EXHIBIT 1

**Exhibit 1****Residential Property Owned by Melani and William R. Schulte**

9500 Aspen Glow Drive  
Las Vegas, Nevada 89134

Value: \$142,500.00

2460 Avenida Cortes  
Henderson, Nevada 89074

Value: \$123,000.00

4710 Brently Place  
Las Vegas, Nevada 89122

Value: \$109,105.70

7873 Bridgefield Lane  
Las Vegas, Nevada 89147

Value: \$126,000.00

3322 Cheltenham Street  
Las Vegas, Nevada 89129

Value: \$99,806.60

3383 Cloverdale Court  
Las Vegas, Nevada 89117

Value: \$168,856.34

1624 Desert Canyon Court  
Las Vegas, Nevada 89128

Value: \$168,000.00

3729 Discovery Creek Avenue  
North Las Vegas, Nevada 89031

Value: \$125,446.93

1392 Echo Falls Avenue  
Las Vegas, Nevada 89183

Value: \$132,000.00

1701 Empire Mine Drive  
Henderson, Nevada 89014

Value: \$80,000.00



9020 Feather River Court  
Las Vegas, Nevada 89117  
Value: \$135,000.00

1013 Golden Hawk Way  
Las Vegas, Nevada 89108  
Value: \$94,000.00

4521 W. La Madre Way  
Las Vegas, Nevada 89031  
Value: \$100,000.00

8562 Lambert Drive  
Las Vegas, Nevada 89147  
Value: \$148,000.00

276 Manzanita Ranch Lane  
Henderson, Nevada 89012  
Value: \$162,000.00

2861 Marathon Drive  
Henderson, Nevada 89074  
Value: \$125,000.00

5218 Misty Morning Drive  
Las Vegas, Nevada 89118  
Value: \$138,000.00

10317 Neopolitan Place  
Las Vegas, Nevada 89144  
Value: \$140,000.00

956 Ostrich Fern Court  
Las Vegas, Nevada 89183  
Value: \$152,440.29

8216 Peaceful Canyon Drive  
Las Vegas, Nevada 89128  
Value: \$143,000.00

6091 Pumpkin Patch Avenue  
Las Vegas, Nevada 89142  
Value: \$108,307.50

5709 Ridgetree Avenue  
Las Vegas, Nevada 89107

Value: \$57,963.85

5524 Rock Creek Lane  
Las Vegas, Nevada 89130

Value: \$100,000.00

922 Saddle Horn Drive  
Henderson, Nevada 89002

Value: \$114,000.00

5609 San Ardo Place  
Las Vegas, Nevada 89130

Value: \$115,000.00

2704 Sattley Circle  
Las Vegas, Nevada 89117

Value: \$210,000.00

9521 Sierra Summit Avenue  
Las Vegas, Nevada 89134

Value: \$135,000.00

1528 Splinter Rock Way  
Las Vegas, Nevada 89031

Value: \$112,000.00

1194 Stormy Valley Road  
Las Vegas, Nevada 89123

Value: \$127,000.00

2290 Surrey Meadows Avenue  
Las Vegas, Nevada 89130

Value: \$195,000.00

2614 Sweet Leilani Avenue  
North Las Vegas, Nevada 89131

Value: \$130,720.99

2525 Via Di Autostrada  
Henderson, Nevada 89074

Value: \$125,000.00

509 Canyon Greens  
Las Vegas, Nevada 89144  
Value:

\$807,141.58

**Total Appraised Value:**

**\$4,949,289.78**



# EXHIBIT 2

## EXHIBIT 2

### Melani Schulte and William R. Schulte Leases and Executory Contracts to be Assumed Pursuant to the Plan

#### Residential Lease Agreements

Standard Residential Lease Agreement dated June 1, 2010 between the Debtors and Luther and Rita Cobbs for the rental of:  
9500 Aspen Glow Drive  
Las Vegas, Nevada 89134

Standard Residential Lease Agreement dated June 27, 2008 between the Debtors and Shireen McGrath for the rental of:  
2460 Avenida Cortes  
Henderson, Nevada 89074

Standard Residential Lease Agreement dated February 18, 2005 between the Debtors and Evelyn and Richard Deschamps for the rental of:  
4710 Brently Place  
Las Vegas, Nevada 89122

Standard Residential Lease Agreement dated June 1, 2010 between the Debtors and Antonio & Linda Reina for the rental of:  
7873 Bridgefield Lane  
Las Vegas, Nevada 89147

Standard Residential Lease Agreement dated May 27, 2008 between the Debtors and William Hallman for the rental of:  
3322 Cheltenham Street  
Las Vegas, Nevada 89129

Standard Residential Lease Agreement dated March 7, 2010 between the Debtors and Nikheel Arnold Prasad for the rental of:  
3383 Cloverdale Court  
Las Vegas, Nevada 89117

Standard Residential Lease Agreement dated June 1, 2010 between the Debtors and Ryan Mack & Lorraine Acevedo for the rental of:  
1624 Desert Canyon Court  
Las Vegas, Nevada 89128

Standard Residential Lease Agreement dated June 27, 2005 between the Debtors and Tyler Taylor for the rental of:  
3729 Discovery Creek Avenue  
North Las Vegas, Nevada 89031

Standard Residential Lease Agreement dated June 12, 2004 between the Debtors and Shaun Powell, Nicholas Hurd and Chad Jordan for the rental of:  
1392 Echo Falls Avenue  
Las Vegas, Nevada 89183

Standard Residential Lease Agreement dated June 1, 2010 between the Debtors and Roly Agreda for the rental of:  
1701 Empire Mine Drive  
Henderson, Nevada 89014

Standard Residential Lease Agreement dated June 17, 2007 between the Debtors and James and Judy Craig for the rental of:  
9020 Feather River Court  
Las Vegas, Nevada 89117

Standard Residential Lease Agreement dated December 1, 2010 between the Debtors and Arni Flenoy for the rental of:  
1013 Golden Hawk Way  
Las Vegas, Nevada 89108

Standard Residential Lease Agreement dated June 1, 2010 between the Debtors and Linda Marrone for the rental of:  
4521 W. La Madre Way  
Las Vegas, Nevada 89031

Standard Residential Lease Agreement dated March 19, 2009 between the Debtors and Be Ngoc Dong and Tran Kim for the rental of:  
8562 Lambert Drive  
Las Vegas, Nevada 89147

Standard Residential Lease Agreement dated March 27, 2010 between the Debtors and Xeomara Ramos for the rental of:  
276 Manzanita Ranch Lane  
Henderson, Nevada 89012

Standard Residential Lease Agreement dated March 17, 2007 between the Debtors and Benjamin Tranquillo and Nicole Carpenter for the rental of:  
2861 Marathon Drive  
Henderson, Nevada 89074

Standard Residential Lease Agreement dated June 1, 2010 between the Debtors and Earl Humphrey for the rental of:  
5218 Misty Morning Drive  
Las Vegas, Nevada 89118



Standard Residential Lease Agreement dated May 14, 2010 between the Debtors and Rosemary Karnay and Daniel Shaefer for the rental of:  
10317 Neopolitan Place  
Las Vegas, Nevada 89144

Standard Residential Lease Agreement dated September 1, 2007 between the Debtors and Clint Fisher for the rental of:  
956 Ostrich Fern Court  
Las Vegas, Nevada 89183

Standard Residential Lease Agreement dated April 30, 2001 between the Debtors and James Earl and Lisa Hammond for the rental of:  
8216 Peaceful Canyon Drive  
Las Vegas, Nevada 89128

Standard Residential Lease Agreement dated June 1, 2010 between the Debtors and Darrin and Jody Miller for the rental of:  
6091 Pumpkin Patch Avenue  
Las Vegas, Nevada 89142

Standard Residential Lease Agreement dated February 1, 2010 between the Debtors and Donald and Bonnie Lee for the rental of:  
5709 Ridgetree Avenue  
Las Vegas, Nevada 89107

Standard Residential Lease Agreement dated June 1, 2010 between the Debtors and Charles Gallo for the rental of:  
5524 Rock Creek Lane  
Las Vegas, Nevada 89130

Standard Residential Lease Agreement dated October 1, 2009 between the Debtors and Richard and Mary Gordon for the rental of:  
922 Saddle Horn Drive  
Henderson, Nevada 89002

Standard Residential Lease Agreement dated June 1, 2010 between the Debtors and J. Richard Stull for the rental of:  
5609 San Ardo Place  
Las Vegas, Nevada 89130

Standard Residential Lease Agreement dated June 1, 2010 between the Debtors and Devin Marrin for the rental of:  
2704 Sattley Circle  
Las Vegas, Nevada 89117

Standard Residential Lease Agreement dated August 27, 2009 between the Debtors and Lyla and Phillip Dwyer for the rental of:  
9521 Sierra Summit Avenue  
Las Vegas, Nevada 89134

Standard Residential Lease Agreement dated April 27, 2010 between the Debtors and Karen Yos for the rental of:  
1528 Splinter Rock Way  
Las Vegas, Nevada 89031

Standard Residential Lease Agreement dated July 27, 2009 between the Debtors and Donna Hanna and Kenneth Wade for the rental of:  
1194 Stormy Valley Road  
Las Vegas, Nevada 89123

Standard Residential Lease Agreement dated April 27, 2007 between the Debtors and William Lundy and Theresa Orden for the rental of:  
2290 Surrey Meadows Avenue  
Las Vegas, Nevada 89130

Standard Residential Lease Agreement dated January 4, 2007 between the Debtors and Tyler Taylor for the rental of:  
2614 Sweet Leilani Avenue  
North Las Vegas, Nevada 89131

Standard Residential Lease Agreement dated June 1, 2010 between the Debtors and Brian Hobbs for the rental of:  
2525 Via Di Autostrada  
Henderson, Nevada 89074

### **Residential Mortgages**

Residential Mortgage by and between the Debtors and America's Servicing Company for the purchase of:  
509 Canyon Greens  
Las Vegas, Nevada 89144  
Cure Amount: \$ 0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:  
9500 Aspen Glow Drive  
Las Vegas, Nevada 89134  
Cure Amount: \$0.00

Residential Mortgage by and between Debtors and Chase Home Finance for the purchase of:  
2460 Avenida Cortes  
Henderson, Nevada 89074  
Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Countrywide Home Loans for the purchase of:  
4710 Brently Place  
Las Vegas, Nevada 89122  
Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Chase Home Finance for the purchase of:  
7873 Bridgefield Lane  
Las Vegas, Nevada 89147  
Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Countrywide Home Lending for the purchase of:  
3322 Cheltenham Street  
Las Vegas, Nevada 89129  
Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Countrywide Home Lending for the purchase of:  
3383 Cloverdale Court  
Las Vegas, Nevada 89117  
Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:  
1624 Desert Canyon Court  
Las Vegas, Nevada 89128  
Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Countrywide Home Lending for the purchase of:  
3729 Discovery Creek Avenue  
North Las Vegas, Nevada 89031  
Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Litton Loan Servicing for the purchase of:  
1392 Echo Falls Avenue  
Las Vegas, Nevada 89183  
Cure Amount: \$0.00



Residential Mortgage by and between the Debtors and Countrywide Home Lending for the purchase of:

1701 Empire Mine Drive  
Henderson, Nevada 89014

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Chase Home Finance for the purchase of:  
9020 Feather River Court

Las Vegas, Nevada 89117

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:

1013 Golden Hawk Way  
Las Vegas, Nevada 89108

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:

4521 W. La Madre Way  
Las Vegas, Nevada 89031

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:

8562 Lambert Drive  
Las Vegas, Nevada 89147

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:

276 Manzanita Ranch Lane  
Henderson, Nevada 89012

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:

2861 Marathon Drive  
Henderson, Nevada 89074

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Fifth Third Bank for the purchase of:

5218 Misty Morning Drive  
Las Vegas, Nevada 89118

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Countrywide Home Lending for the purchase of:

10317 Neopolitan Place  
Las Vegas, Nevada 89144

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Litton Loan for the purchase of:

956 Ostrich Fern Court

Las Vegas, Nevada 89183

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Chase Home Finance for the purchase of:

8216 Peaceful Canyon Drive

Las Vegas, Nevada 89128

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Chase Manhattan Mortgage for the purchase of:

6091 Pumpkin Patch Avenue

Las Vegas, Nevada 89142

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Countrywide Home Lending for the purchase of:

5709 Ridgetree Avenue

Las Vegas, Nevada 89107

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Fidelity Bank for the purchase of:

5524 Rock Creek Lane

Las Vegas, Nevada 89130

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:

922 Saddle Horn Drive

Henderson, Nevada 89002

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:

5609 San Ardo Place

Las Vegas, Nevada 89130

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Mel Elizer and Maxine Llewellyn for the purchase of:

2704 Sattley Circle

Las Vegas, Nevada 89117

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Countrywide Home Lending for the purchase of:

9521 Sierra Summit Avenue

Las Vegas, Nevada 89134

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Wells Fargo Home Mortgage for the purchase of:

1528 Splinter Rock Way

Las Vegas, Nevada 89031

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:

1194 Stormy Valley Road

Las Vegas, Nevada 89123

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:

2290 Surrey Meadows Avenue

Las Vegas, Nevada 89130

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and Countrywide Home Lending for the purchase of:

2614 Sweet Leilani Avenue

North Las Vegas, Nevada 89131

Cure Amount: \$0.00

Residential Mortgage by and between the Debtors and CitiMortgage for the purchase of:

2525 Via Di Autostrada

Henderson, Nevada 89074

Cure Amount: \$0.00





Entered on Docket  
March 18, 2011

*Bruce A. Markell*

Hon. Bruce A. Markell  
United States Bankruptcy Judge

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3  
4  
5  
6  
7  
8 PITE DUNCAN, LLP  
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San Diego, California 92177-0933

Attorneys for CITIMORTGAGE, INC.

UNITED STATES COURT  
DISTRICT OF NEVADA

16  
17  
18  
19  
20  
21 In re  
22 MELANI SCHULTE AND WILLIAM R.  
23 SCHULTE,  
24 Debtors.

Bankruptcy Case No. BK-S-09-29123-BAM  
Chapter 13

ORDER ON STIPULATED ORDER  
REGARDING TREATMENT OF  
CREDITOR'S CLAIM PURSUANT TO  
CHAPTER 11 PLAN

25 /./

26 /./

27 /./

28

The parties having agreed to the terms set forth in the Stipulated Order Regarding Treatment of Creditor's Claim Pursuant to Chapter 11 Plan are bound by the terms of their stipulation, which shall be the Order of this court.

ALTERNATIVE METHOD re: RULE 9021:

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

☐ The court has waived the requirement set forth in LR 9021(b)(1).

☐ No party appeared at the hearing or filed an objection to the motion.

☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

☒ Failed to respond. - Debtors' Attorney

☐ I certify that this is a case under Chapter 7 or 11, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

###

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NV Bar #11731  
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 5

6 Attorneys for CITIMORTGAGE, INC.  
 7  
 8

9 **UNITED STATES BANKRUPTCY COURT**  
 10 **DISTRICT OF NEVADA – LAS VEGAS DIVISION**

11 In re

09-29123-bam

12 MELANI SCHULTE WILLIAM R.  
 13 SCHULTE,

Chapter 11

14 Debtor(s).

**STIPULATION RE: TREATMENT OF  
 CITIMORTGAGE, INC.'S CLAIM  
 UNDER DEBTORS' CHAPTER 11  
 PLAN OF REORGANIZATION**

15  
 16  
 17  
 18  
 19  
 20 This Stipulation is entered into by and between Secured Creditor, CitiMortgage, Inc.  
 21 ("Creditor"), by and through its attorneys of record, and Melani Schulte and William R. Schulte,  
 22 the Debtors and Debtors-In-Possession herein (the "Debtors"), by and their attorneys of record.

23 The property which is the subject of this matter is commonly known as 9500 Aspen Glow  
 24 Drive, Las Vegas, Nevada 89134 (hereinafter the "Subject Property").

25 On or about March 5, 1993, Edward Wendell Porta and Patricia P. Porta (collectively the  
 26 "Borrowers"), for valuable consideration, made, executed and delivered to Weyerhaeuser  
 27 Mortgage Company ("Lender") a Note in the principal sum of \$126,056.00 (the "Note").

28 /././



1 On or about March 5, 1993, Borrowers made, executed and delivered to Lender a Deed of  
2 Trust (the "Deed of Trust") granting Lender a security interest in the Subject Property. The Deed  
3 of Trust was recorded on March 12, 1993, in the Official Records of Clark County, State of  
4 Nevada.

5 On or about June 30, 1997, a Grant Deed was executed by the Borrowers purporting to  
6 transfer interest in the Subject Property to William R. Schulte and Melani Schulte, husband and  
7 wife as joint tenants with right of survivorship for consideration of \$1.00. The Grant Deed was  
8 recorded on July 15, 1997, in the Official Records of Clark County, State of Nevada.

9 Subsequently, Lender's beneficial interest in the Note and Deed of Trust was sold,  
10 assigned and transferred to Creditor.

11 On or about October 11, 2009, Debtors filed a voluntary petition under Chapter 11 of the  
12 United States Bankruptcy Code and were assigned Bankruptcy Case No. 09-29123-bam.

13 **THE PARTIES STIPULATE AS FOLLOWS:**

14 1. Creditor's claim shall remain fully secured over a term of thirty (30) years at a  
15 rate of 5.25% interest per annum.

16 2. Debtors shall commence monthly payments as of March 1, 2011 in the amount of  
17 \$522.64 each.

18 3. In addition to Principal and Interest Payments, Debtors shall tender to Creditor  
19 regular monthly escrow payments for advances made by Creditor for the maintenance of real  
20 property taxes and real property hazard insurances for the Subject Property.

21 4. Except as otherwise expressly provided herein, all remaining terms of the Note  
22 and Deed of Trust shall govern the treatment of Creditor's Secured Claim.

23 5. In the event of any future default on any of the above-described provisions,  
24 inclusive of this Stipulation, Creditor shall provide written notice via certified mail to Melani  
25 Schulte and William R. Schulte, 7201 West Lake Mead Blvd, #500, Las Vegas, Nevada 89128,  
26 and to the Debtors' attorney of record, provided the Debtors' bankruptcy remains active, Bryan  
27 A. Lindsey, 701 E. Bridger Ave., Ste 120, Las Vegas, Nevada 89101, indicating the nature of  
28 default. If Debtors fail to cure the default with certified funds after passage of thirty (30)

1 calendar days from the date said written notice is placed in the mail, then the Automatic Stay is  
2 terminated and Creditor may proceed to foreclose its security interest in the Subject Property  
3 under the terms of the Note and Deed of Trust and pursuant to applicable state law and thereafter  
4 commence any action necessary to obtain complete possession of the Subject Property without  
5 further notice, order, or proceeding of this Court.

6         6.       The acceptance by Creditor of a late or partial payment shall not act as a waiver of  
7 Creditor's right to proceed hereunder.

8         7.       In the event that Creditor is granted relief from the automatic stay, the parties  
9 hereby stipulate that the 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.

10        8.       In the event the Debtors default under this Stipulation and Creditor forwards a 30-  
11 day letter to Debtors, they shall be required to tender \$100.00 for each default letter submitted in  
12 order to cure the default.

13        9.       At the request of the Creditor, the Debtors shall execute such documents and  
14 instruments as are necessary to reflect the Debtors as the borrowers of the Secured Claim, and to  
15 modify the terms of the obligation to conform with the provisions of the this Stipulation.

16        10.      The terms of this Stipulation may not be modified, altered, or changed by the  
17 Plan, any confirmation order thereon, any subsequently filed Amended Chapter 11 Plan of  
18 Reorganization and confirmation order thereon without the express written consent of the  
19 Creditor. The terms of this Stipulation shall be incorporated into the Plan and/or any  
20 subsequently filed Amended Chapter 11 Plan of Reorganization.

21        11.      In the event the Debtors' case is dismissed or converted to any other chapter  
22 under Title 11 of the United States Bankruptcy Code, Creditor shall retain its lien in the full  
23 amount due under the Note and the automatic stay shall be terminated without further notice,  
24 order, or proceeding of the court.

25        ///

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1           12. Each party shall bear their own attorneys' fees and costs in connection with the  
2 preparation and filing of this Stipulation.

3           13. In exchange for the foregoing, Creditor accepts the Debtor's Plan with respect to  
4 the Subject Property.

5  
6 Dated: January 31, 2011

/s/ Bryan A. Lindsey  
BRYAN A. LINDSEY  
Attorney for the Debtors

7  
8  
9 Dated: January 31, 2011

PITE DUNCAN, LLP

10  
11  
12 /s/ Ace Van Patten  
ACE VAN PATTEN  
Attorneys for Creditor  
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CERTIFICATE OF SERVICE

I, Agustina Sandoval, declare that:

I am employed in the County of San Diego, California. My business address is 4375 Jutland Drive, Suite 200; P.O. Box 17933, San Diego, CA 92177-0933. I am over the age of 18 years and not a party to this case.

On January 30, 2019, I caused the Amended Proof of Claim by placing a true copy thereof in an envelope with postage thereon fully prepaid in the United States Mail at San Diego, California and/or via electronic means pursuant to Local Bankruptcy Rule 5005-2 as follows:

Matthew L. Johnson  
Johnson & Gubler, P.C.  
8831 West Sahara Avenue  
Las Vegas, NV 89117  
annabelle@mjohnsonlaw.com

Schulte Properties LLC  
9811 W. Charleston Blvd Ste 2-351  
Las Vegas, NV 89117

U.S. TRUSTEE - LV – 11  
300 Las Vegas Boulevard, S.  
Suite 4300  
Las Vegas, NV 89101  
USTPRegion17.lv.ecf@usdoj.gov

I certify under penalty of perjury that the foregoing is true and correct.

Dated: January 30, 2019

/s/Agustina Sandoval

AGUSTINA SANDOVAL